



OFFICIAL GAZETTE

GOVERNMENT OF GOA, DAMAN AND DIU

EXTRAORDINARY

GOVERNMENT OF GOA, DAMAN AND DIU

Revenue Department

Notification

RD/LND

The following draft rules which the Administrator of Goa, Daman and Diu proposes to make in exercise of the powers conferred by clauses (iv), (vii), (xiii), (xiv) and (xlix) of sub-section (2) of section 199 read with sections 21, 26, 28, 38 and 46 of the Goa, Daman and Diu Land Revenue Code, 1968, is hereby published as required by sub-section (3) of section 199 of the said Code, for the information of all persons likely to be affected thereby; and notice is hereby given that the draft of the said rules will be taken into consideration on the expiry of one month from the date of publication of this notification. Any objections and suggestions which may be received by the Secretary to the Government of Goa, Daman and Diu in the Revenue Department from any person with respect to the said draft rules (before the expiry of the aforesaid period) will be considered by Government.

DRAFT RULES

PART I

General

1. **Short title.**—These rules may be called the Goa, Daman and Diu Land Revenue (Disposal of Government Lands) Rules, 1970.

2. **Definitions.**—In these rules, unless the context requires otherwise—

(a) "backward class" means a Scheduled Caste, Schedule Tribe;

(b) "backward class co-operative society" means a society which is registered or deemed to be registered under the Maharashtra Co-operative Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu where not less than 60 per cent of its members belong to a backward class;

(c) "Code" means the G. D. D. Land Revenue Code, 1968;

(d) "to cultivate personally" means to cultivate on one's own account (i) by one's own labour, or (ii) by the labour of any member of one's family, and with the occasional assistance, if any, of hired labour or servants, on wages payable in cash or kind, but not in crop share;

(e) "economic holding" means—

- i.1 hectare of paddy land, or
- ii.1 hectare of land used for coconut garden, or
- iii.1 hectare of land used for arecanut garden, or
- iv.1 hectare of land used for cultivation of sugarcane, or
- v.1 hectare of land under perennial irrigation, or
- vi.2 hectares of any other land.

Explanation I.—Where total land held by a person consists of two or more of the aforesaid classes of lands, the area of economic holding shall be determined on the basis of .4047 hectares of garden or perennially-irrigated land being equal to .8094 seasonally irrigated land or paddy or rice land or 1.62 hectares of dry or jirayat land.

Explanation II.—"Irrigated" means irrigated by any irrigation work, whether constructed or maintained by the Government or not;

(f) "ex-serviceman" means a former member of the armed forces of the Union (not being a person who has ceased to be a member of the armed forces as a result of his being duly dismissed or discharged after a court martial or on account of bad character or as a result of desertion or who has not been attested);

(g) "family" in relation to an individual does not include any person other than the spouse, father, mother, brother, dependant sister, son or dependent daughter, of such individual, unless such family is an undivided Hindu family;

(h) "freedom fighter" means a person who has been registered as such in the Home Department of the Government of Goa, Daman and Diu.

(i) "to hold land" means to hold land either as an occupent or as a tenant or as both;

(j) "landless person" means a person who does not hold any land for the purpose of agriculture and earns his livelihood principally as agricultural labourer.

(k) "resident" in relation to land means a person residing in a village in which the land is situated or a person residing in an adjoining village within a radius of eight kilometres from the land;

(l) "Scheduled Castes" means such castes, races or tribes or parts of or groups within such castes, races or tribes as are deemed to be Scheduled Castes under article 341 of the Constitution of India.

(m) "Scheduled Tribes" means such tribes or tribal communities [or parts of, or groups within, such tribes or tribal communities] as are deemed to be Scheduled Tribes under article 342 of the Constitution of India.

(n) "serving member of the armed forces" means a member of the armed forces of the Union, and includes a person who was such member at the time of the Chinese action in 1962 or the Indo-Pak conflict in 1965 and was killed in such action or reported missing.

If a question arises whether any person is a serving member of the armed forces of the Union or is ex-serviceman, such question shall be decided by the Government; and its decision shall be final;

(o) "virgin land" means land which has not been under cultivation for a continuous period of three years immediately prior to its grant under these rules.

3. Proprietary rights in unoccupied land not to be granted.— In all grants and disposals of land, the right of occupation and use only, subject to the provisions of the Code, shall be granted, and not the proprietary right of the Government in the soil itself.

4. Grant of land situated within port limit.— No land situated within the limits of any port of which the Indian Ports Act, 1908 is extended shall be granted without the written concurrence of the Chief Ports Officer appointed under that Act.

PART II

Grant of land for the promotion of educational, charitable, or public purposes

5. Power of Government to make revenue free grants.— (1) Except as provided in rules 6, 7 and 8 no land shall be granted free of occupancy price or free of land revenue or both without the sanction of the Government.

(2) Where any land is granted under sub-rule (1) with the sanction of the Government, the form of sanad to be issued by the Collector shall be such as may be specially determined by the Government in this behalf, regard being had to the nature or purpose for which the land is granted.

6. Power of Collector to make revenue free grants.— (1) Subject to the provisions of this rule, land may be given free of occupancy price and free of revenue, whether in perpetuity or for a term, for any of those purposes specified in column 1 of the Table below [from which no profit is expected], by the Collector as provided in column 2 thereof;

TABLE

Purpose.	Extent of estimated market value
1	By the Collector. 2
	Rs.
(1) For sites for the construction (at the cost of the fund of any municipal councils, or village panchayat duly constituted under any law for the time being in force), of —	5,000
(a) schools or colleges, (b) hospitals, (c) dispensaries, and (d) other public works.	
(2) For sites for the construction of any of the works referred to in clause (1) at the cost of a fund other than the funds specified in that clause.	500
(3) For sites referred to in clause (2) when used in connection with any scheme under the Community Development and National Extension Service, Local Development Works Programme or any other similar development works.	2,500
(4) For sites used or to be used as market yards under the management of Market Committees established or deemed to be established under the Maharashtra Agricultural Produce Marketing (Regulation) Act, 1963 as applicable to the Union Territory of Goa, Daman and Diu.	5,000

Provided that, land which in the opinion of the Collector is in the neighbourhood of a railway station shall not be granted for dharmashalas under clause (2) in the Table, unless when erected they are to be in the charge of such municipal council, or village panchayat:

Provided further that, land shall not be given under this rule for any of the purposes mentioned in rule 7.

(2) Such grants shall ordinarily be made under a sanad in Form I.

7. Grant of land for play-grounds, gymnasiums, etc.— (1) Land may be leased at a nominal rent of one rupee (Re. 1) a year for play-grounds or other recreational purposes to educational institutions or local authorities or for gymnasiums recognised by Government for a term not exceeding fifteen years, by the Collector, when the market value of the land does not exceed Rs. 1,000.

(2) Such leases shall ordinarily be executed in Form II; but the Collector may make such variations in the conditions of the lease or annex such additional conditions as he may deem necessary, regard being had to the facts and circumstances of each case.

8. Conditions for revenue free grants.—Every grant under rule 6 shall be made expressly on the following conditions in addition to any others that may be prescribed in particular cases, namely:—

(a) that the land with all fixtures and structures thereon shall be liable to be resumed by the Government if not used for the specific purpose or purposes for which it is granted by such date as the Collector may fix in this behalf; or if used for any purpose other than the specific purpose or purposes for which it is granted, or if the land or any portion thereof on which no fixture is made or no structure is erected is required by the Government for its own purpose or any public purpose, and that a declaration under the signature of the Collector that the land is so required shall, as between the grantee and the Government, be conclusive;

(b) that, if the land is at any time resumed by the Government under condition (a), the compensation payable therefor shall not exceed the amount if any paid to the Government for the grant.

9. Registration of Sanads.—Every sanad issued under rule 5 or rule 6 shall be registered in a register in Form XIX.

PART III

Disposal of land for agricultural purposes

A. Disposal of allotable land.

10. Grant of allotable land in occupancy rights.—Unoccupied land (not being land required for any Government or public purpose or reserved under rule 19) and land (already given temporarily for cultivation on an annual lease) (hereinafter in this part referred to as «allotable land») may be granted under section 21 in occupancy rights in accordance with the rules in this part for agricultural purposes to any person, in the order of priority provided in rule 11.

11. Priorities for purposes of grant of land.—(1) Subject to the provisions of sub-rules (2), (3) and (4) of this rule and rules 12 and 13, any allotable land may be granted to any person in any other area in the following order of priority, that is to say,—

(i) an annual lessee (including a farming society or joint farming society of such persons) lawfully holding land on lease from Government on the 31st day of March 1970;

(ii) a serving member of the armed forces, and a freedom fighter, who agrees to cultivate land, personally;

(iii) an ex-serviceman who needs agricultural land for maintenance of his family and who agrees to cultivate land, personally;

(iv) a joint farming society (and where there is no such society, a farming society) of backward class persons;

(v) a joint farming society (and where there is no such society, a farming society) of landless persons;

(vi) a member of any backward class who does not hold any land or who holds land less in area than an economic holding;

(vii) a landless person who agrees to cultivate land, personally;

(viii) a person who does not hold any land or holds land less than an economic holding and who agrees to cultivate land personally.

(2) Where the Collector has to select under sub-rule (1) one or more grantees from persons having the same order of priority, preference shall be given to a person residing in the village in which the land is situated and if there are more than one such person the selection shall be made by him by drawing lots.

(3) Where the Collector has to select under sub-rule (1),—

(a) one or more grantees from members of the serving members of the armed forces or ex-service men, or freedom fighters, preference shall be given to those who were killed or wounded in action and who were decorated for gallantry;

(b) one or more grantees from persons belonging to any backward class, the selection shall be made in the following order, namely:—

(i) Scheduled Castes, Scheduled Tribes;

(ii) other backward classes.

12. Extent of land which may be granted.—(1) Subject to the provisions of sub-rules (2), (3) and (4) of this rule, the extent of allotable land which may be granted to any one person shall not exceed, an economic holding.

Provided that,

(2) No allotable land shall be granted—

(a) to any individual—

(i) who (not being a serving member of the armed forces or a freedom fighter) does not reside within a radius of eight kilometres of the village in which such land is situated, or

(ii) who holds land equal to or more than one economic holding;

(b) to a joint farming society or a farming society referred to in rule 11, if—

(i) the majority of its members do not reside within a radius of eight kilometres of the village in which the land is situated, or

(ii) any member thereof holds land equal to or more than one economic holding;

Provided that, this condition may be relaxed in favour of a society if its total holding does not exceed the area determined under sub-rule (4) of this rule, by 2.02 hectares:

Provided further that, as between persons residing in the village where the allotable land is situated and persons residing outside such village but within a radius of eight kilometres thereof, preference in granting land may be given to residents of the village.

(3) While granting land under this part, the Collector shall ensure that as far as possible the total land held by an individual after granting does not exceed one economic holding.

(4) in the case of a joint farming society or a farming society referred to in rule 11, the extent of land which may be granted shall be determined by multiplying the hectares specified in clause (a), (b)

or, as the case may be, (c) of sub-rule (1) by the number of members of the society *minus* the land already held by such members:

Provided that, any such society may, for the purpose of full and efficient use of the land for agriculture and its efficient management and for maintaining the integrity of any area in one or more compact blocks, be granted land in excess of the area so determined so however that, except with the previous sanction of the Government, the total area of the land so granted does not exceed twice the area determined as aforesaid.

13. Disposal of small pieces of land. — Where any piece of land is waste because of its small size or awkward shape or situation or it is less in extent than the standard area, it shall be granted to the holder of land adjoining such piece of land:

Provided that, where there are two or more such holders, the selection for granting the piece shall be made in the order of priority specified in rule 11:

Provided further that, where there are two or more holders falling in the same category, the holders whose holding is the smallest in size shall be preferred; and where the holdings are equal in area, the allotment shall be made by drawing lots.

14. Payment of occupancy price. — (1) The occupancy price payable in respect of land granted under this Part shall be —

(a) equal to the amount of compensation paid for its acquisition or the current market value, whichever is more, if such agricultural land is acquired for any purpose under the provisions of the Land Acquisition Act, 1894, but has not been used for such purpose;

(b) if the land is virgin land, —

(i) nil, if the grant is made to a co-operative society referred to in rule 11 or to an individual belonging to a backward class;

(ii) equal to the current market value, if the grant is made under rule 20 to a person, whose land has been acquired for a public purpose on payment of compensation;

(iii) equal to one-fourth of the current market value, if the grant is made to a landless person,

(iv) equal to the current market value, in all other cases.

(c) in the case of any other land —

(i) equal to one-tenth of the current market value of the land, if the grant is made to any co-operative society referred to in rule 11;

(ii) one-fifth of the current market value of the land, if the grant is made to an individual belonging to a backward class;

(iii) equal to the current market value, if the grant is made under rule 20 to a person whose land has been acquired for a public purpose on payment of compensation;

(iv) equal to one half of the current market value, if the grant is made to a landless person;

(v) equal to the current market value, in all other cases.

(2) in addition to the occupancy price, the grantee shall be liable to pay such amount for the value of trees, if any, standing on the land as may be deter-

mined by the Collector in consultation with such forest officer as the Government may authorize in this behalf.

15. Terms and conditions of grant. — Every grant of land under this Part shall be subject to the provisions of the Code and these rules; and in particular, to the following conditions, that is to say —

(a) the grantee shall not mortgage, sell, assign or otherwise transfer the land or any portion thereof, except with the prior sanction of the Collector;

(b) the grantee shall bring the land under cultivation before the expiry of two years from the date of the grant;

(c) the grantee shall be liable to pay full assessment of the land:

Provided that, in cases of virgin land, no assessment shall be charged —

(i) for a period of first five years from the date of the grant, if the grant is in favour of a Co-operative society, referred to in rule 11, and

(ii) for a period of first three years from the date of the grant, in any other case;

Provided further that where land revenue of the land has not been assessed under Chapter VI of the Code, the land revenue payable for the land shall be fixed by the Director of Land Survey having regard to the land revenue payable in respect of similar category of land situated in the State of Maharashtra, the State of Mysore or the State of Gujarat as may be nearer to the land.

(d) the occupancy price, if any, payable by the grantee under rule 14 shall be paid in such annual instalments not exceeding —

(i) twelve, if the grantee is a person belonging to a backward class, and

(ii) six, in any other case, as may be fixed by the Collector.

(e) if the grantee commits a breach of any of the conditions aforesaid, the Collector may resume and take possession of the land granted to him, and the grantee shall be liable to be evicted from the land;

(f) where a grantee is evicted from the land under condition (e), the amount of occupancy price, if any paid by, or recovered from him, shall be refunded to him.

16. Disposal of resumed land. — Any land resumed under condition (e) in rule 15 may be disposed of in accordance with the provisions of rules in this Part.

17. Procedure for disposal of land. — In the disposal of land under this Part, the following procedure shall be followed, that is to say, —

(1) the Collector shall select as many villages as possible which in his opinion are centrally situated villages, for the purpose of disposal of allottable land, and shall draw a detailed programme fixing the dates on which the applications will be received for the grant of land, the date on which the applications will be considered and the like. Such programme shall be given wide publicity by beat of drums in the villages concerned, requiring the villagers to send their applications to the Mamlatdar

within the specified time, which shall not be less than one month from the date of the publication of such programme. A copy of such programme shall also be displayed in the village chavdi, in the office of the Village Panchayat, if any, and in the office of the Mamlatdar. Intimation of the programme shall as far as possible also be given to persons who have already applied for the grant of land under disposal, and also to the officers of the Social Welfare Department and Co-operation Department in the district.

(2) Save as provided in sub-rule (3), every application for the grant of land shall be made to the Mamlatdar, and shall contain the following among other particulars, namely:—

(a) name of the applicant;

(b) whether the applicant is serving member of the armed forces, freedom fighter, exserviceman or a member of backward class;

(c) whether the applicant holds any land on annual lease, if so, the date from which he is holding such land and the extent of the land so held;

(d) extent of land already held by the applicant in addition to land held on annual lease.

In the case of a co-operative society, the application shall contain the aforesaid particulars in respect of each number thereof.

(3) A serving member of the armed forces or an ex-serviceman (or if he is dead or is unable to write for any reason, then his wife, major son, father, mother or brother in an undivided family), may make an application for grant of land for cultivation to the Collector. Such application shall be made through the Chairman, District Sailors, Soldiers and Airmen's Board.

(4) The Mamlatdar shall, after due inquiry forward the applications received by him to the Collector on the day fixed in the programme published under sub-rule (1). The Collector shall after verifying the report of the Mamlatdar (if any) and after making such inquiry as he deems fit, dispose of land in consultation with the representative of the village panchayat concerned and the officers of the Social Welfare Department and Co-operation Department in the district.

(5) When an application is made on behalf of a serving member of the armed forces or an ex-serviceman, as provided in sub-rule (3), the grant shall be made in the name of such serving member or as the case may be, the ex-serviceman unless he is dead.

(6) The Collector shall take from each grantee an agreement in Form III, and shall cause the grantee to be placed in possession of the land granted to him.

18. Relaxation of rules in certain cases.—Notwithstanding anything contained in the rules in this Part, the Government may relax any of the provisions of the rules in this part for application to any special scheme sponsored by the Government itself, or undertaken at the instance of, or on behalf of the Central Government for the resettlement of landless agricultural labourers or to any special cases or class of cases in any area or tract in which such relaxation is

in the opinion of the Government considered necessary, subject to such terms and conditions as it deems fit.

B. Grant of land to persons whose lands are acquired for public purposes

19. Grant of land to persons whose lands are acquired for public purposes.—(1) Subject to the orders of the Government, the Collector shall, reserve unoccupied cultivable land for disposal to persons (being agriculturists) who as a consequence of acquisition of their lands for any public purpose including irrigation and power projects under any law for the time being in force, have been deprived thereof with the result that no land or land less than an economic holding is left with them.

(2) Any person referred to in sub-rule (1) may make an application for grant of land for cultivation to the Collector. On receipt of such application, the Collector may, on being satisfied after making such inquiries as he deems fit, grant the land reserved under sub-rule (1), to the applicant under section 21 in occupancy rights, in accordance with the provisions of rules 12, 14 and 15, but subject to the relaxation of the condition regarding residence within a radius of eight kilometres of the village where the land is situated.

(3) The Collector shall take from each such grantee an agreement in Form III, and shall cause the grantee to be placed in possession of the land granted to him.

(4) Until the lands reserved under sub-rule (1) are granted under sub-rule (2), the Collector shall dispose of such land on annual lease to landless cultivators according to the priority specified in rule 11 on such terms and conditions as the Government may by order, from time to time, direct.

C. Disposal of lands in river beds and salt marsh lands

20. Disposal of lands in beds of river.—(1) Land situated in the bed of a river and not included in a survey number shall, save as otherwise provided in sections 22 and 49, ordinarily be leased annually by auction to the highest bidder for a term of one year or such longer period as the Collector thinks fit. The accepted bid that is to say, the lease money shall be deemed to be the land revenue chargeable on such land.

(2) Such lands shall not be disposed of by the Collector in occupancy rights except with the sanction of the Government.

21. Grant of salt marsh land for reclamation.—(1) Salt land or land occasionally overflowed by salt-water which is not required or likely to be required for salt manufacture, or for any Government or public purpose or any purpose which in the opinion of the Collector is a special purpose may, subject to the orders of the Government, be leased for purpose of reclamation by the Collector on the following conditions and with such modifications in particular cases as may be deemed fit, that is to say:—

(a) no rent shall be charged for the first ten years;

(b) rent at the rate of 60 paise per hectare shall be levied for the next twenty years on the whole area leased, whether reclaimed or not;

(c) after the expiry of 30 years, the lease shall be continued in the case of reclaimed lands at the

rate at which they would be assessed to land revenue from time to time if they were subjected to survey settlement; and in the case of unreclaimed lands, if any, at the average rate of the reclaimed lands;

(d) any portion of the land used for public roads shall be exempt from the payment of rent;

(e) if the reclamation is not carried out with due diligence within two years of the date of lease or if half the area is not reclaimed so as to be in a state fit for use for agricultural purposes at the end of ten years from such date and the whole at the end of twenty years from such date or if any land once reclaimed as aforesaid is not maintained in a state fit for use for agricultural purposes, the lease shall be liable to cancellation at the discretion of the Collector:

Provided that, the lessee may, during the first ten years, relinquish any area which he cannot reclaim.

(2) Leases under this rule may generally be granted in Form IV.

22. Savings.— Nothing contained in rules in this part shall apply to khar lands and tank bed lands.

PART IV

Grant of land for non-agricultural purposes

A. General

23. Reserved building plots and their disposal.—

(1) The Collector shall, with the approval of the Government, prepare a list of building plots in unoccupied lands in his district which in his opinion are likely to be valuable by reason of their proximity to a railway station, market or for any like reason or which in any scheme of development have been set aside as specially valuable or which may be required for any Government or public purpose or any purpose which in the opinion of the Government is a special purpose. Such list shall be called the list of Reserved Building Plots.

(2) The Collector may, with the approval of the Government, alter such list, according as the changing circumstance of any area in his jurisdiction may demand.

(3) Disposal of building plots in such list shall be subject to the previous sanction of the Government upon such terms and conditions as may be determined in each case by the Government.

24. Preparation of layout.— (1) Unoccupied land suitable for building sites or other non-agricultural purposes which is not reserved under rule 23 shall be laid out by the Collector in consultation with the Senior Town Planner Town and Country Planning Department and the local authority concerned in suitable plots of adequate sizes, regard being had to the purpose and the locality in which the land is situated; and subject to the provisions of sub-rule (2) no plot shall ordinarily be disposed of except in accordance with the layout so prepared. Such layout may be modified from time to time by the Collector, in consultation with the Senior Town Planner Town and Country Planning Department and the local authority concerned.

(2) Where the Collector for any special reasons to be recorded in writing proposes so to do, he may,

after consultation with the Senior Town Planner Town and Country Planning Department, and with the previous approval of the Government, dispose of any plot in any area for which no layout has been prepared.

B. Grant of land for residential use.

25. Disposal of building sites.— (1) Except as otherwise provided in these rules, the occupancy rights in buildings sites shall be disposed of by the Collector under section 21 by public auction to the highest bidder. The upset price for such public auction shall be fixed equal to the occupancy price determined under sub-rule (2).

(2) The Collector shall determine the occupancy price of the site, regard being had to the following factors; that is to say:—

(a) the sale prices of similar lands in the locality;

(b) the situation of the building site;

(c) the supply of and demand for similar lands; and

(d) factors which are taken into account in determining the value of land under the Land Acquisition Act, 1894.

26. Grant of land for housing schemes.— Building plots may be granted by the Government for various housing schemes undertaken by any housing board, local authority or co-operative housing society constituted under any law for the time being in force in occupancy rights under section 21 on inalienable and impartible tenure on payment of such concessional occupancy price as the Government may, from time to time fix, regard being had to the nature of the scheme, and in the case of co-operative housing society, to the income of the members thereof such income being ascertained after making such inquiries as the Government may think fit to make in this behalf.

27. Grant of land to freedom fighters, members of armed forces, mundkars and Government servant.

— (1) Subject to the provisions of this rule, building sites of suitable sizes may, on receipt of an application in that behalf, be granted for residential use by the Collector, with the previous sanction of the Government to freedom fighters, serving members of the armed forces and ex-servicemen who are ordinarily residents in the Union Territory of Goa, Daman and Diu for not less than fifteen years, persons who are Mundkars within the meaning of the Goa, Daman and Diu Protection from Eviction of Mundkars Act, 1970, and who have been evicted from the site of their dwelling house and who or any member of whose family do not own any land in the Union Territory of Goa, Daman and Diu for construction of a house and to Government servants of the Government of Goa, Daman and Diu without auction in occupancy rights under section 21.

(2) Such grant may be made on inalienable tenure on payment of occupancy price which may be determined having regard to the factors specified in sub-rule (2) of rule 25, if the Collector, after necessary inquiries, is satisfied that these persons do not own any building plot or a building either in their own name or in the name of any member of their family or dependent anywhere in the Union Territory of Goa, Daman and Diu or outside it.

(3) A serving member of the armed forces or an ex-serviceman (or if he is dead or is unable to write for any reason, then his wife, major son, father, mother or brother in an undivided family), may make an application for grant of land for residential use to the Collector. Such application shall be made through the Chairman, District Sailors, Soldiers and Airmen's Board.

28. Grant of land to backward class persons and landless persons. — (1) Building sites (of such size as the Government may by order from time to time determine) may, on receipt of an application made in that behalf, be granted by the Collector to persons belonging to backward classes and landless persons for whom special schemes for their resettlement are undertaken by Government, in occupancy rights, under section 21.

(2) Such grant may be made on inalienable and impartible tenure free of occupancy price, if the occupancy price of the building site does not exceed Rs. 200 and with the sanction of the Government, in other cases.

29. Grant of plots in new village sites. — (1) where the entire village site or a portion thereof is for any reason determined to be abandoned (herein called the old site), the Collector shall, in consultation with the village panchayat, select suitable Government land for the location of the new village site (herein called the new site). Where there is no suitable Government land, the Collector may acquire private land suitable for the purpose.

(2) The new site shall be laid out in suitable plots in the manner provided in rule 24 making adequate provision for roads, wells, schools, and other public purposes.

(3) Every occupant in the old site may be allotted a plot in the new site in accordance with the following conditions, namely: —

(a) The occupant shall surrender his plot in the old site to the Government.

(b) The occupant shall be allotted a plot in the new site equal in area of the plot which he surrenders to the Government, provided that, where the plot surrendered is less than the minimum standard area fixed under sub-rule (2) he shall be allotted a plot of the minimum standard area.

(c) No occupancy price shall be charged where plot allotted in the new site is equal in area of the surrendered plot. Where the area of the plot allotted in the new site is more than the area of the plot surrendered, the allottee shall pay occupancy price for the additional area at the market rate determined by the Collector.

(d) The occupant shall hold the plot in the new site on the same terms and with the same rights and subject to the same liabilities as apply to the tenure of the plot held by him in the old site.

An agreement in Form V shall be taken from each occupant before he is put in possession of the plot in the new site.

C. Grant of land for industrial and Commercial purpose

30. Building sites may be granted by the Government for industrial or commercial purposes under section 28 on alienable and impartible tenure on pay-

ment of such occupancy price as may be fixed by the Government. The grant shall be subject to the conditions under rule 39 and the following conditions, namely: —

(a) that except with the previous permission of the Government, neither the land shall be subdivided nor the land or any such subdivision be disposed of;

(b) that the land shall not be disposed of except along with the constructions thereon and the factory plant and other installations, if any, and the land so disposed of shall not, except with the approval of the Government, be used for a purpose other than the purpose for which it was initially granted;

(c) that on disposal of the land along with the factory, plant, structures and other installations by way of sale, the Government shall be entitled to half the unearned income, and where such land is sold without any constructions aforesaid, the Government shall be entitled to unearned income not exceeding 90 per cent as the Government may decide;

(d) that if the Government has reason to believe that any misrepresentation or concealment is made in regard to the sale price, the sale shall be voidable at the discretion of the Government.

Explanation. — For the purpose of this rule, unearned increment means an amount equal to the difference between the price realised by way of sale the occupancy price paid to Government at the time of the grant or as the case may be, the price at which the land was purchased immediately before such sale.

31. Concessional grants to co-operative institutions.

— (1) Building site may be granted by the Government on the recommendation of the Registrar of Co-operative Societies, to co-operative societies (excluding co-operative housing societies and co-operative Central Banks) for the construction of office buildings, godowns, starting of factories for processing of agricultural produce and the like in occupancy rights under section 28.

(2) Such grant may be made on inalienable and impartible tenure on payment of occupancy price equal to 50 per cent of the market value of the land prevalent on the date of the grant which may be determined having regard to the factors specified in sub-rule (3) of rule 25.

32. Grant of land for salt manufacture. — (1) Unalienated unoccupied land may be granted under section 26 in leasehold rights by the Collector subject to the previous sanction of the Government for a term of 25 years for manufacture of salt, on payment of rent equal to 5 per cent of the market value of the land or rupees 65 per hectare whichever is more, with option at the instance of the lessee for one renewal of the lease for a like period in favour of the lessee, subject to the payment of revised rent to be fixed by the Government, and such additional conditions as the Collector with the previous sanction of the Government may, having regard to the circumstances obtaining on the date of such renewal, deem fit to impose.

(2) The leasehold rights under this rule may be disposed of to a bona-fide manufacturer of salt, but

other things being equal, preference in the disposal shall be given to a co-operative society as against an individual, provided that, the society satisfies the Collector that it is technically-capable of manufacturing salt, and that it has adequate financial capacity for the maximum utilisation of the salt land within a reasonable period.

(3) The grant of lease shall be subject to the provisions of the Code and the rules made thereunder, and to the following additional conditions, namely:—

(a) the land shall be liable to resumption, in case it is not used for the manufacture of salt or in case it is used for any purpose other than the manufacture of salt;

(b) the land shall be liable to resumption, wholly or in part, in case it is required for Government purposes, on payment of compensation for improvements, if any, made by the lessee at original cost minus depreciation.

(4) An agreement in Form VI shall be executed by the lessee before he is put in possession of the land.

D. Grant of land in lease-hold rights for any non-agricultural purpose.

33. Temporary leases.— Subject to the provisions of rule 35 and to any general or special orders of the Government, unoccupied land may be disposed of by the Collector in leasehold rights under section 26 by public auction for any non-agricultural purpose for a period not exceeding five years on such terms and conditions as he may annex to the grant;

34. Permanent leases for non-agricultural purposes and renewal thereof.— (1) Notwithstanding anything contained in the foregoing rules, unoccupied land may be disposed of by the Collector with the sanction of the Government, in leasehold rights under section 26 for any non-agricultural purpose for such period not exceeding 99 years on such rent and on such other terms and conditions including condition regarding renewal as may be annexed to the lease.

(2) For the purposes of determining the market value of the land for fixing the revised rent at the time of renewal of the lease, the Collector shall take into consideration the factors specified in sub-rule (3) of rule 25, and where the market value exceeds rupees ten thousand, shall consult the Senior Town Planner, Town and Country Planning Department.

E. Other Matter

35. Disposal of small strips of land.— When any small strip of land vesting in the Government adjacent to an occupied unalienated building site cannot reasonably be disposed of as a separate site, the Collector may notwithstanding anything to the contrary contained in any of these rules, grant such strip to the holder of such site on the same tenure on which he holds that site, if he agrees to pay—

(a) assessment, or rent, as the case may be for such strip of land at the same rate, if any, at which he pays assessment or rent for such site, and

(b) such price or premium as the Collector deems adequate having regard to the situation of such strip and any other advantages which are likely to accrue to the holder on account of its grant to him.

36. Aerial projection etc. over Government land.— (1) The Collector may permit the construction of steps, *chabutras*, *takhtas*, bridges across drains for access, a balcony or any other aerial projection over Government land on payment of an annual sum not exceeding 5 per cent of the value of the land used for such construction or below the balcony or other aerial projection, as the case may be, subject to a minimum of one rupee.

(2) The annual payment may be revised at intervals of not less than 15 years.

(3) A licence in Form VII shall ordinarily be given for such purposes, subject to such additional conditions as the Collector may deem fit to impose, regard being had to the circumstances of each case.

37. Power of the Collector to permit laying of water mains, etc. in, over etc. Government land.—

(1) The Collector may permit the laying of water mains, pipes, and underground cables and construction of cess-pools, through, on, over or underneath any Government land on payment of an annual sum not exceeding 5 per cent of the market value of the land occupied for the purpose, subject to a minimum of one rupee, on such conditions as the Collector may, in consultation with the Principal Engineer, deem fit to impose.

(2) The Collector may permit the erection of poles, towers, stay rods or stay rails for overhead cables on Government land on payment of annual rent at the rate of 25 paise per pole and 50 paise per tower, stay rod or stay rail.

(3) The annual payment may be revised at intervals of not less than 15 years.

(4) An agreement in Form VIII shall be taken if the land is permitted to be used to lay water mains and pipes, in Form IX for laying underground cables, in Form X for the construction of a cess-pool, and in Form XI for the erection of poles, towers, stay rods, stay rails for overhead cables.

38. Grant of land for religious purposes.— No unoccupied land shall be granted for construction of temples, churches, synagogues, mosque, or for any other religious purpose nor permission under section 42 shall be granted for change of user of land for construction of such buildings in any occupied land except with the previous sanction of the Government.

39. Conditions of Grant of Land For Non-Agricultural Purpose.— (1) Where unoccupied land is disposed of under section 21 for any non-agricultural purpose, it shall be used for the purpose for which it is granted, and be subject to such conditions as the Collector may annex to the grant in accordance with the provisions of these rules and to the payment of non-agricultural assessment as may be fixed by the Collector under the provisions of the Chapter VII of the Code and the rules made thereunder.

Provided that where non-agricultural assessment in respect of the land has not been fixed under the provisions of Chapter VII of the Code the grantee shall till such assessment is fixed be liable to pay such non-agricultural assessment as may be determined by the Collector, having regard to the provisions of sections 84, 85 and 86.

(2) Where the grant is of a building site, the Collector may annex the following additional conditions, that is to say, —

(1) The grantee shall level and clear the land sufficiently to render it suitable for the particular non-agricultural purpose for which the land is granted;

(2) The grantee shall not use the land and the building erected or to be erected thereon for any purpose other than the purpose for which it is granted without obtaining the permission of the Collector under the provisions of the code and the rules made thereunder;

(3) The grantee shall within three years from the date of the grant, erect a building of a substantial and permanent description on the land;

(4) The grantee shall construct the structure in accordance with the plan approved and conditions prescribed by the local authority competent to approve the plan and prescribe such conditions or as the case may be the building bye-laws framed by the Town and Country Planning Department;

(5) Two-thirds of the area of the plot shall ordinarily be left open to the sky, and only one-half, if the land is, in the Collector's opinion, of a very high value, or buildings are likely to be inhabited by poor class of persons and in areas such as bazars and central parts of the towns which are already densely built over. The decision of the Collector on the question whether any land is of high value, any building is inhabited by poor class of persons, or whether persons belong to poor class or whether any area is already densely built over shall be final;

(6) The grant shall be subject to the provisions of the Code and rules made thereunder;

(7) The grantee shall construct the structure after leaving such distance from the roads in non-urban areas as the Collector may from time to time prescribe, regard being had to the locality and situation of the land in such non-urban areas;

(8) Such other conditions as the Collector may under the orders of the Government impose.

40. Forms. — (1) Except as otherwise provided in these rules, when unoccupied land is granted for any non-agricultural purpose in occupancy rights under the provisions of this part, an agreement shall be taken in —

(a) Form XII, if the land is situated in non-urban area, and

(b) Form XIII, if the land is situated in an urban area.

(2) While taking an agreement in the forms prescribed in sub-rule (1), the Collector may, subject to the general or special orders of the Government, if any, annex such additional conditions or omit or vary such of the conditions in the agreement prescribed in Form XII or Form XIII as would be necessary, regard being had to the nature of the grant and the circumstances of the case.

(3) When unoccupied land is granted for any non-agricultural purpose in leasehold rights under the provisions of these rules, the lease shall be got executed in such form as the State Government may by order direct, regard being had to the situation of the land and the purpose for which the land is used.

PART V

Grant of encroached land both for agricultural and non-agricultural purposes

A-Encroachments

41. Grant of lands encroached upon. — (1) Subject to the proviso to section 38 and sub-rule (2) of this rule, the Collector may, if the person making the encroachment so desires, grant the land encroached upon to the encroacher either in occupancy rights under section 20 read with section 21 or in leasehold rights under section 26 on the following among other conditions, that is to say —

(a) *Conditions for grant of encroached lands in occupancy rights.* —

(i) that the encroacher shall pay assessment for the entire period of encroachment and fine as required by sub-section (2) of section 37;

(ii) that the encroacher shall pay such penal occupancy price not exceeding five times the value of the land, as the Collector may in his discretion fix, subject to the minimum of two and half times the ordinary occupancy price, if the encroacher does not belong to a backward class; and subject to rule 43, equal to the ordinary occupancy price if he belongs to a backward class;

(iii) that the land shall not be used for any purpose other than that for which it is granted without the permission of the Collector;

(iv) that the encroacher shall execute an agreement in Form XIV.

(b) *Conditions for grant of encroached land in Leasehold rights.* —

(i) that the lease will be for a period of thirty years with retrospective effect from the date of the encroachment;

(ii) that the lessee shall agree in writing to pay rent at not less than 15 per cent and not more than 25 per cent of the occupancy price of the encroached land;

(iii) that the lessee shall agree to pay such fine for the unauthorised occupation of the encroached land, as the Collector may determine under sub-section (2) of section 37;

(iv) that the lessee shall agree to vacate the encroached land without compensation if the unauthorised structures are, in the opinion of the Collector substantially altered during the currency of the lease;

(v) that the land shall not be used for any purpose other than that for which it is granted without the permission of the Collector;

(vi) that the lessee shall execute an agreement in Form XV.

(2) The Collector shall, before granting the land to the encroacher under this rule, obtain the sanction of the Government in cases where the market value of the land encroached upon as determined in accordance with the factors specified in sub-rule (3) of rule 25 exceeds five thousand rupees.

42. Permission for continuing certain encroachments on no claim basis. — Encroachment of Government land in the nature of cess-pools and Chabutras, takhtas, steps and like structures of small dimensions (being cess-pools and structures which do

not cause public inconvenience) or overhanging balconies, roofs and other aerial projections (being projections which do not involve physical appropriation of site, cause no public inconvenience, do not interfere with the future development of the site and are otherwise not objectionable) may be permitted to be continued by the Collector on the encroacher executing a no claim agreement in Form XVI or Form XVII as the case may be on payment of a licence fee equal to double the annual letting value of the land current in the locality from the date of the encroachment.

43. Grant of land encroached upon by backward classes for housing.—Unoccupied land situated in non-urban areas unauthorisedly occupied for housing purposes by persons belonging to backward classes either individually or in groups, may be granted free of cost and assessment by the Collector to the persons so occupying such land after laying it out in suitable plots of such size as the Government may from time to time by order prescribe, so however, that each encroacher and his family shall not be allotted more than one plot.

An agreement in Form XII appended to these rules shall be taken from each grantee.

B. Disposal of forfeited land

44. Disposal of forfeited land.—A holding forfeited for failure in payment of land revenue under section 46 may, unless the Collector finds that the land so forfeited is likely to be required immediately within or a reasonable time for any of the purposes specified in section 18, be disposed of by public auction to the highest bidder.

C. General

45. Auction how to be held.—Wherever it is provided in these rules that land shall be disposed of by public auction, the provisions of Chapter XI of the Code and the rules made thereunder in so far as they relate to the manding and conducting sales, shall apply.

46. Certificate for grant of land.—Where any land is granted either in occupancy rights or in leasehold rights under the provisions of these rules, the Mamlatdar shall issue a certificate in Form XVIII append to these rules.

FORM I

(See Rule 6)

Form of Sanad for Revenue-Free Grants of Land for Promotion of Education, Charitable or Public Purposes

To

A. B.

Whereas the Government have been pleased to grant revenue free to you, A. B. the possession of the below-mentioned piece of land situated in the village of ... in the taluka of ... district for the purpose of ... (namely)—

All that piece of land bounded on the North by ... on the South by ..., on the East by ..., and on the West by ... and measuring from North to South ... and from East to West ..., comprising ... square in superficial area, be the same more or less, and bearing No. ... in the Land Records.

It is hereby declared that the said land shall be continued forever for a term of ... year free of all claim on the part of the Government for rent or land revenue to whoever shall

from time to time be the lawful holder or manager of the said ..., on the condition that the said land shall in all respects be made ready for and shall be fully used for the purpose or purposes for which it was granted before the day of ... 19 ...; and that neither the said land nor any building erected thereupon shall at any time, without the express consent of the Government, be diverted either temporarily or permanently to any other than the aforesaid purpose or purposes, and that no change or modification shall be made of such purpose or purposes and that neither the said land nor any building erected thereon shall be so used as to yield a profit to the grantee, and that in the event of any such unauthorized diversion, change or modification being made, or in the event of the said land or any building erected thereon yielding a profit to the grantee, the said land shall thereupon, in addition to the assessment to which it becomes liable under section 51 of the Goa, Daman and Diu Land Revenue Code, 1968 become liable to such fine as may be fixed in this behalf by the Collector under the provisions of section 33 of the said Code, or other corresponding law for the time being in force relating to the recovery of land revenue, as if the land, having been assessed for purposes of agriculture only, has been unauthorisedly used for any purpose unconnected with agriculture; and in any such event as aforesaid, or in the event of failure to make the land ready for, and to use it fully for, the purpose of purposes for which it is granted before the aforesaid day of ... 19 ...; or in the event of the land or any portion thereof on which no fixture is made or no structure is erected. Being required by the Government for its own purpose or for any public purpose, a declaration in respect of which under the signature of the Collector that it is so required shall, as between the said holder of manager and the Government, be conclusive, and in the event of the land being so required, it shall be lawful for the Government on causing six months' previous notice in writing to be given to the said holder or manager, to take one of the two following courses, namely, either,—

(1) to require that the said land be vacated and delivered up to the Government free of all claims or incumbrances of any person whatsoever, or

(2) to resume and take possession of the said land, free of all claims and incumbrances of any person whatsoever, on payment of compensation not exceeding the amount (if any) paid to the Government for this grant.

This grant is made subject to the reservation of the right of the Government to all mines and mineral products and quarries and of full liberty of access for the purpose of working quarrying and searching for the same, with all reasonable conveniences as provided by the Code.

This sanad is executed on behalf of the President of India by the Collector of _____, this _____ day of _____ 19 _____.

Seal

(Signed)

Collector.

FORM II

[See rule 7(2)].

Form of Lease of Land Granted to Educational Institutions or Local Authorities and for Gymnasiums to be used as a Playground/Gymnasium or for other Recreational Purposes

THE PRESIDENT OF INDIA

To

This is to certify that _____ of (hereinafter called «the lessee») has, subject to the provisions of the Goa, Daman and Diu Land Revenue Code, 1968 (Act IX of 1968), and the rules made thereunder and subject to the conditions hereinafter specified, been allowed by the Collector of _____ (hereinafter called «the Collector») on behalf of the President of India (hereinafter referred to as «Government»), to occupy for the purposes of a Playground.

Gymnasium. and/or * for a period of years commencing on the day of 19 (hereinafter called «the said term») a plot of land situated in Village/Town/city

* Here specify the other recreational purpose.

of taluka , district bounded on the North
by , on the South , on the West
by and on the East by bearing
C. T. S. No./Survey No. and measuring about
sq. metres/hectares and of the following shape and of the
following dimensions as shown in the map hereto annexed: —

The conditions of this lease are as follows: —

1. The lessee shall pay to the Government for the said plot of land on the 1st day of August every year in advance the annual rent of rupee one.

2. The lessee shall not erect any structure upon the said plot of land, save with the previous permission in writing of the Collector.

3. The lessee shall not use the said plot of land except for the purpose of a playground and/or gymnasium.

4. The said plot of land and all structures thereon shall be subject to municipal taxation and to any taxation on for local purposes which is or may hereafter be imposed and shall also be subject to any assessment, tax, cess or any other dues which may be levied in respect of the said plot of land or any of the structures thereon, under any other law for the time being in force.

5. In the event of the lessee's* ceasing to be recognised by the Educational Department of Government/Government the lease shall be deemed to have terminated.

6. The lessee shall permit the Government Officers authorised in this behalf by the Collector at all reasonable times to enter upon and inspect any part of the said plot of land.

7. The lessee shall not sublet or in any other way encumber the said plot of land or any portion thereof.

8. If, in the opinion of the Collector, the land is required for the purposes of Government or any local authority, the Collector may at any time terminate this lease by giving to the lessee one calendar month's notice in writing in that behalf.

9. In the event of the lease being terminated under any of these conditions, the lessee, shall not be entitled to claim any compensation on account of the termination of the lease. The lessee shall, if the lease is terminated under condition 8, before the expiry of the period of the notice given under that clause, and in other cases, within such period as the Collector may fix, remove any structure or structures standing on the said plot of land at his own expense, and on the expiry of the said period, shall deliver possession of the said plot of land to the Collector in the same condition in which it was at the commencement of the tenancy.

10. The lessee shall at the expiration of the said term deliver quiet and peaceful possession of the said plot of land to the Collector in the same condition in which he took it, unless the lease is renewed for a further term upon such conditions as the Collector thinks fit.

11. Failure to comply with any of the above conditions of the lease or with any provisions of the Goa, Daman and Diu Land Revenue Code, 1968 or of the rules thereunder shall render this lease liable to cancellation by the Collector, who may thereupon resume the said plot of land, and summarily evict the lessee without notice or payment of any compensation whatever, or may, in lieu of such resumption, order the removal, within a period fixed by him, of any structure erected thereon contrary to condition 2 of this lease, and on such removal not being carried out within the said period may cause the same to be carried out at the expense of the lessee; and it shall be in the sole discretion of the Collector, subject to the orders of the Government, to adopt either one or other of the above remedies as may be seen desirable to him, under the circumstances. It shall also be lawful for the Collector in the case of breach of condition 3 to levy full rent and fine which may extend to forty times the non-agricultural assessment in respect of the land.

12. In this lease, the words «the lessee» includes the lessee, his heirs, successors, legal representatives and permitted assigns and the word «Collector» includes the Collector of the District for the time being and any other

officer whom Government may appoint to exercise the powers of the Collector under this lease.

This lease is executed on behalf of the President of India by and under the hand and seal of the Collector of the District, this day of one thousand nine hundred and A. D.

Seal

(Signed)

Collector.

In the presence of: —

(1)

(2)

Accepted by me

Annexure: Map.

FORM III

(See rules 17 and 19)

Form of Agreement to be executed by persons to whom Land is granted in Occupancy Right under Rule 17 or Rule 19 of the Goa, Daman and Diu Land Revenue (Disposal of Government Land) Rules, 1970

To the Mamlatdar of

I, A. B., *inhabitant of in the Taluka in the District, hereby accept the right of occupation of the land comprised in survey No., in the village of in the Taluka of District; and I pray, that my name be entered in Government records as the occupant of the said land.

The said land has been granted to me in perpetuity from the day of of 19 .., subject to the conditions herein below mentioned, and to the provisions of the Goa, Daman and Diu Land Revenue Code, 1968 and of the rules in force thereunder;

And I undertake to pay the land revenue from time to time lawfully due in respect of the said land (or I undertake, in the event of the Government discontinuing the exemption of the said land from payment of land revenue, to pay such land revenue in respect of the said land as may be lawfully imposed thereon under the orders of the Government or as the case may be otherwise).

The said land has been granted to me, subject also to the further conditions to which I hereby agree, namely: —

(1) I, my heirs, assigns and legal representatives shall, —

(a) not mortgage, sell, assign or otherwise transfer the land or any portion thereof except with the previous sanction of the Collector;

(b) bring the land under cultivation before the expiry of two years from the date of the grant;

(c) pay Rs. as occupancy price in instalments, each instalment being payable on or before

(2) if I commit a breach of any of the aforesaid conditions, the Collector may resume and take possession of the land granted to me, and I shall be liable to be evicted from the said land;

(3) in the event of my eviction from the land under condition (2), the amount of occupancy price, if any, paid, by or recovered from me shall be refunded to me.

Dated the day of 19
at written by

(signed) A.B.

we declare that A.B. who has signed this agreement is to our personal knowledge the person he represents himself to be and that he has affixed his signature hereto in our presence.

(Signed)

(Signed)

I declare that, to the best of my knowledge and from the best information I have been able after careful enquiry to

*To be inserted in case of an Educational Institution or Gymnasium.

* Name of the Educational Institution or Gymnasium, as the case may be to be inserted.

* Here write description of grantee in terms of rule 20.

obtain, the person who has executed this agreement is a fit person to be accepted by the Government as responsible for the punctual payment of the land revenue from time to time due on the above land.

(Signed)
Talathi.

FORM IV

(See rule 21)

RECLAMATION LEASE

THIS INDENTURE MADE THE _____ day of 19 _____ BETWEEN THE PRESIDENT OF INDIA (hereinafter called the Lessor) of the one part, and inhabitant of (hereinafter called the Lessee) of the other part WITNESSETH that the Lessor does hereby lease unto the Lessee all the Salt Marsh Lands situated in the village of _____ in the district of _____ and in the taluka _____ the survey numbers, area and boundaries of which are set forth in Schedule A hereunder written which said Lands were late in the occupation of _____ and are now in the occupation of _____ and are delineated in the plan attached hereto and signed by the Collector of _____ (hereinafter referred to as the Collector) TO HOLD the said Lands unto the Lessee for the term of _____ years commencing on the _____ day of _____ 19 _____, paying during the said term unto the Lessor for the said lands (save such portion as may be appropriated for public roads which portion shall be exempted from such payment) the yearly rents following, that is to say, for the first ten years of the said term, no rent, and for the next 20 years, viz., commencing on the _____ day of _____ 19 _____, and ending on the _____ day _____ 19 _____, a yearly sum equal to sixty paise per hectre in such instalments on such rates and to such person as may be, from time to time, prescribed and designated by the Collector and for such period if any as shall intervene between the _____ day _____ of _____ 19 _____ and the date of the first settlement of assessment hereinafter provided for the yearly sum hereinbefore lastly reserved payable in the manner hereinbefore mentioned AND from and after the first settlement of assessment hereinafter provided for such sum of land revenue as under the laws of rules having the force of law for the time being in force in respect of lands held under the Government by ordinary occupants shall from time to time be found to be payable AND the Lessee hereby covenants and agrees with the Lessor in manner following, that is to say, FIRST that the Lessee shall at his own expense and with due diligence completely reclaim the lands hereby leased so as to be in a state fit for use for agricultural purposes AND shall so reclaim at least one half of the said lands within ten years and whole, thereof within twenty years commencing on the _____ day of _____ 19 _____, respectively; and shall maintain such reclaimed land during the residue of the term hereby granted AND shall not, until the whole of the said lands shall have been completely reclaimed and rendered cultivable, assign or underlet the said lands or any portion thereof or charge or receive any tax or fee for cattle-grazing upon any portion thereof without the previous consent in writing of the Collector, AND that, the lessee shall not at any time partition, bequeath alienate, assign, mortgage or otherwise charge or encumber or allow to be cultivated, used or occupied by any other persons, any portion of the said land less than the area hereby fixed by the Collector as an economic holding in respect of the said lands nor shall any such portion of the said land be liable to seizure, sequestration, attachment, sale or partition by process of a court. PROVIDED that, if any Government Officer duly empowered in this behalf by the Government shall certify in writing that any portion of the said lands is unreclaimable, such portion shall be excluded from the operation of the covenants hereinbefore contained. Provided further that, the lessee shall be at liberty during the first ten years to relinquish any portion of the said lands which he cannot reclaim, and such portion shall thereupon be excluded from the operation of the covenants herein contained, SECOND that, the Lessee shall at his own expense (a) keep open the several roads mentioned and described in Schedule B hereunder written and delineated in the plan hereunto annexed, (b) provide and keep in good order to the satisfaction of the Collector such water-ways in and along the lands hereby leased as may from time to time be required by the Collector, (c) erect new boundary-marks upon the said lands as may from time to time be required by the Collector and maintain and keep in good repair to the satisfaction of the Collector all such new boundary marks as well as all these at present existing

thereon, THIRD that, the said lessee shall pay the rents hereinbefore respectively reserved at the times and in the manner hereinbefore provided for payment of the same respectively and that whenever any instalment of the said rents respectively and that whenever any instalment of the said rents respectively shall be in arrear, it shall be recoverable from the Lessee as an arrear of land revenue under the provisions of the law for the time being in force in that behalf; AND the Lessee shall also pay all rates, taxes and other outgoings (if any) which shall at any time during the continuance of this lease be payable in respect of the said land or any part thereof, FOURTH that on and after the _____ day of _____ 19 _____, the lands hereby leased shall be

liable to be from time to time surveyed and assessed to land revenue under the laws or rules having the force of law for the time being in force in respect of lands held under the Government by ordinary occupants and thence forward during the residue of the term hereby granted, the Lessee shall hold the said lands subject to all the provisions of such laws and rules and subject also to such of the covenants and provisions of his lease as shall be capable of continuing effect PROVIDED ALWAYS AND IT IS HEREBY AGREED that, if and whenever there shall be a breach by the Lessee of any covenant, conditions or provision herein contained, the Lessor may re-enter upon the said lands or upon part thereof in the name of the whole, and thereupon, this lease shall determine AND that in case default shall be made in reclaiming the half or the whole of the land within the periods respectively hereinbefore prescribed in that behalf, the Lessor may re-enter upon the said lands and determine this lease under the power in that behalf hereinbefore contained, AND that, if in the opinion of the Collector (Whose decision shall be final) the reclamation is not carried on with due diligence during the two years ending on the day of _____ 19 _____, the Lessor may on or after the said day re-enter upon the said lands and determine this lease under the power in that behalf hereinbefore contained, AND that, the right of the said lessor to all mines and mineral products and of full liberty of access for the purpose of working and searching for the same with all reasonable conveniences shall be reserved.

AND IT IS LASTLY AGREED that the word «lessor» in this Lease shall mean the Lessor and his Successors and Assigns and the word «Lessee» shall mean the «Lessee» and his legal representatives. IN WITNESS WHEREOF.

COLLECTOR of _____, has, hereunto set his hand and affixed his official seal on behalf of the President of India, and the Lessee has hereunto set his hand the day and year first abovescribed.

Schedule A Above Referred to:

Schedule B Above Referred to:

Signed by the abovenamed
in the presence of
Signed by the abovenamed
in the presence of
Plans to be attached in terms of the lease.

(Seal of the Collector)

FORM V

(See Rule 29)

Form of Agreement for Exchange to be Executed by Villagers Removing to a New Village-site

Agreement executed the _____ day of _____ 19 _____ by A. B. resident of _____ in the _____ talukas.

Whereas the Government have been pleased to sanction a change being made in the position of the site of the village in the taluka.

_____ district and in pursuance of such sanction, the following plot of ground has been allotted to me in the new site in exchange for the plot held by me in the old site,

namely the piece of land bounded as follows that is to say in the North by , on the South by , on the East by , on the West by , measuring metres in length from North to South, and metres in length from East to West and comprising about square metres. in superficial areas and bearing No. in the Land Records.

I do hereby agree, in consideration of the allotment to me of the new plot of land aforesaid, as follows, namely:—

(1) That all my right, title and interest in any land whatsoever, situated within the old site of the said village, shall be deemed to be and is hereby surrendered to the Government together with the trees standing therein and all rights over or other benefits arising out of or enjoyed by me in respect of the said land;

(2) That if the area of the plot allotted to me in the new site is in excess of the plot surrendered by me, I shall pay occupancy price for the additional area at the rate of Rs. per sq. metre.

(3) That I shall hold the piece of land aforesaid in the new site from the date of this agreement on the same terms and with the same rights and subject to the same liabilities as would apply to me tenure of the plot held by me in the old site, if I continued to be the holder thereof. In witness whereof I have thereto set my hand the day and year aforesaid.

Written by

(Signed) A. B.

Signed and delivered by

in our presence.

FORM VI

[See Rule 32(4).]

This INDENTURE made this day of the month of year in the year of the Republic of India between the President of India (hereinafter called the lessor which expression where the context so admits shall include his successors in office, and assigns) of the one part and 1 (name of the person) of (address and occupation) (hereinafter referred to as «the lessee» which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns) 2 and 3 (name of person of (address and occupation) and (name of person of (address and occupation) (hereinafter referred to as «the lessees» which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns) 2 and 3 (name of person of (address) and (name of person of (address), all carrying on business in partnership at (address of the firm or syndicate) under the name and style of (name of the firm or a syndicate registered under (Act under which registered) (hereinafter referred to as «the lessees which expression shall where the context so admits be deemed to include all the partners of the said firm or members of the said syndicate, their representatives, heirs, executors, administrators and permitted assigns 3 and 4 (name of the company) a company registered under (Act under which incorporated) and having its registered office at (address) (hereinafter referred to as «the lessee» which expression shall where the context so admits be deemed to include its successors and permitted assigns and 5 (name of the Society) of (address of the society), a co-operative society registered or deemed to be registered under the Maharashtra Co-operative Societies Act, 1960 as extended to the Union Territory of Goa, Daman and Diu (hereinafter referred to as «the lessee» which expression where the context so admits be deemed to include its administrators and legal representatives and permitted assigns) of the other part.

Witness.—That in consideration of the rents and royalties covenants and agreements by and in these presents reserved and contained and on the part of the lessee/s to be paid, observed and performed, the lessor both hereby demise unto the lessee/s the land measuring about ... situated at ...

1 When the lessee is an individual.

2 When the lessees are more than one individual.

3 When the lessee is a registered firm or syndicate.

4 When the lessee is a registered company.

5 When the lessee is a co-operative society.

taluka of ... in the ... district ... as described and delineated in the plan hereto annexed, and therein surrounded by red boundary lines (hereinafter called the «said lands» to hold for a period of 25 (twenty five) years commencing on ... and ending on ... for the purposes and subject to the terms and conditions set forth below, namely:—

1. (a) The lessee/s shall utilise the said lands exclusively for the manufacture, storage and sale of salt and its by-products, and for the works connected therewith, and shall not utilise it for any other purpose.

Explanation.—Erection of residential quarters for the employees of the lessee/s shall not be treated as a purpose other than one connected with the works aforesaid.

(b) If the said lands is not used for the purpose for which it is granted for 3 consecutive years, the lessor may resume the said land without payment of any compensation.

(c) The lessee/s shall obtain from the Salt Commissioner, Government of India, New Delhi, the requisite licence for manufacture of salt under the Central Excise Rules, 1944 before starting the manufacture on any salt and shall not manufacture any salt without such licence. If the lessee/s manufactures salt without such a licence, the lease is liable to be terminated and land resumed by the Government without payment of any compensation.

2. The lessor may, on the expiry of the period of ... years of this lease, extend the same for such further period and on such terms and conditions as may then be agreed to between the parties.

3. The lessor or the lessee/s shall be at liberty to determine the lease on giving notice, such notice being given at the close of the salt manufacturing season and shall have effect at once, but six months from the date of notice will be allowed for the removal of the salt belonging to the lessee/s. All salt not removed within that period shall be forfeited to the lessor, provided that the lessor shall not be entitled to determine the lease as aforesaid for any reason except that such determination becomes necessary as a result of Government embarking upon a policy of nationalisation or for the reason described in clauses 1 and 19 of this lease.

4. On the expiry of the lease, or the determination of this lease if it is determined before its expiry in accordance with the terms of this lease, the lessee/s shall leave the said lands in such order as is consistent with the due performance of this lease with all works erected or made thereon as they are, provided that any machinery erected by them/him may be removed. The lessee/s shall be entitled to such compensation for the expenditure that he/they may have incurred in respect of the works or the fair value thereof on the date of termination of this lease whichever is less, as may be determined by the Salt Commissioner for India in case the lease is terminated before the expiry of the terms as a result of Government embarking on the policy of nationalisation. Provided always that, if the lease is cancelled for the reasons described in clauses 1 to 19 of this lease, no compensation of any kind shall be payable to the lessee/s. In other cases, rules 112, and 114 of the Central Excise Rules, 1944 will apply with regard to payment of compensation to the licensees.

5. The lessor reserves to himself the right to any quarries, mines, veins, and beds of coal, lead, stone, flag or other minerals in or on the said land with liberty to himself and his employees to enter and search for such minerals and to dig and carry them away doing as little damage to the lessee's works and interfering as little with their works as possible. The lessor further reserves to himself the right to levy a royalty on the quantity of finished by-products at the time of removal from the said lands if the Government so direct and at such rate as the Government may decide.

6. The lessee/s shall as from ... during the subsistence of the lease pay yearly rent at the rate of Rs. ... (Rupees ...) of the said lease. He/They shall pay in addition such sum to Salt Department if required by that Department.

7. The lessee/s shall duly observe the terms and conditions of the licence referred to in clause 1(c) above or any statutory modification thereof which the Government of India may in their discretion make. In case of withdrawal or cancellation of such licence by the Government of India for any reason, this lease shall automatically become inoperative, until such licence is renewed or restored to the lessee/s.

8. The lessee/s shall carry out and maintain at all times at their own cost to the satisfaction of the officer authorised in that behalf by the salt commissioner, quarters of Govern-

ment Officers and establishments, as may be considered necessary by the said officer.

9. The lessee/s shall, to the satisfaction of the authorised officer, carry out at their own cost all the necessary works changes and repairs connected with the manufacture of salt.

10. Except with the written consent of the lessor previously obtained, the lessee/s shall not assign, underlet or part with the possession of the said lands or any portion thereof and shall not transfer by way of sale, gift or otherwise the powers hereby granted to or interest vested in him/them, provided that, nothing herein contained shall prevent the lessee/s at any time from taking any partner into the business carried on by him/them under the present lease after obtaining the previous approval of the authorised officer.

11. The lessee/s shall exercise due diligence and shall give effect to the advice given by the authorised officer of the Salt Commissioner for India in the manufacture of salt and the by-products.

12. The lessee/s shall comply with such rules in respect of storage and sale of salt as may be in operation under any law for the time being in force.

13. No salt and by-products thereof which are inferior to the standard laid down for the factory from time to time by (an officer authorised in that behalf by the Salt Commissioner) shall be stored and the authorised officer shall have power to order for this purpose the chemical analysis of the salt and the by-products by such person as he may appoint. The said officer may direct that all salt and by-products which on analysis are found to fall below the standard fixed as above shall be destroyed at the lessee's expense, or that it may be stored or otherwise disposed of separately from the salt and by-products which conform to the standard and the decision of the authorised officer or the Salt Commissioner for India on this point shall be final.

14. If notice of termination of the lease as provided in clause 3 of this lease is given either by the lessee or by the lessor, the lessee/s shall pay all sums due or falling due to the lessor upto the close of the official year in which such notice is given.

15. Any sums due by the lessee to the lessor under this lease shall be recoverable as arrears of land revenue.

16. In case the lessor elects not to determine the lease on the happening of any of the events stated in clause 19 of this lease, the lessee shall be bound to pay unto the lessor such sum or sums not exceeding Rs. 500/- on each occasion of default as may be determined by the said officer whose decision shall be final and binding on the lessee/s.

17. (a) The lessor or the Government of India shall have the right to purchase or acquire or shall be entitled to the right of first option of purchasing or acquiring every year 25 per cent of the salt produced by the lessee/s on the said lands, and the lessee/s shall in any season, in which notice is given to him before the 15th January, store at his own expense and keep in reserve the 25 per cent of the salt manufactured in the leased land in that season. Such salt shall be termed "Government Reserve". The lessor will have the option to purchase it at such rate as may be decided by the lessor from time to time, provided that, the Government Reserve of one season shall be released for disposal by the lessee as it is replaced by equal quantity of new salt of the succeeding season.

(b) No charge shall be made by the lessee in respect of the space on which salt so reserved is stored unless the normal storage capacity of the platform or platforms attached to the leased land is exceeded in which case the lessor shall pay for such additional arrangement as may be necessary.

18. In case of any dispute arising between the lessor and the lessee/s or of any difference of opinion as to the interpretation of the terms of this lease or the obligations, the matter shall be referred to the Salt Commissioner for India, whose decision shall be final and binding on both the parties.

19. Subject to the foregoing conditions, the lessee/s shall continue to enjoy the said lands undisturbed for the said terms of years. In case, however, there is any breach of any of the above conditions, or in case the lessee/s makes/ make default in making the payment of any sum due to the lessor for over two months from the date of its falling due, or in case the licence referred to in clause 7 is cancelled or forfeited, the lessor may determine the lease forthwith. However, after such determination, the lease may

be renewed for such further period, and on such terms and conditions as may then be mutually agreed upon.

20. The above lease is subject to revision according to any change in policy in relation to salt as a result of negotiation between the Government of India and the Government of Goa, Daman and Diu.

21. The land shall be liable to resumption, in case it is not used for the manufacture of salt or in case it is used for any purpose other than the manufacture of salt.

22. The land shall be liable to resumption, wholly or in part, in case it is required for Government purposes, on payment of compensation for improvements, if any, made by the lessor at original cost minus depreciation.

IN WITNESS of the due execution of this agreement the parties have hereunder set their hands and seals the day and the year first abovementioned.

SIGNED and delivered by—

Shri
Collector of

By order and in the name of the President of India in presence of—

(1)
(2)

Signed and delivered by—

(1)
(2)
(3)

For and on behalf of
the

in the presence of—

(1)
(2)

FORM VII

(See rule 36)

Form of Licence for Aerial Projections etc. (E. G. Balconies over Government Land)

This indenture made the day of one thousand nine hundred and between the President of India (hereinafter referred to as «the Government») of the one part and of (hereinafter referred to as «the licensee») (which expression shall, unless it is excluded by or repugnant to the context, include his heirs, executors, administrators and assigns) of the other part.

Whereas, the Government is possessed of and absolutely entitled in perpetuity free from encumbrances to the piece of land measuring approximately square metres and situated at in the (village) taluka of the district and bearing Survey No. and bounded—
on the North by , on the South by ,
on the East by , on the West by ,
and of the shape and approximate dimensions shown in the sketch*, hereto annexed (hereinafter referred to as «the land».)

And whereas, the licensee wishes to construct† on the said land (hereinafter referred to as «the said projection»);

And whereas the licensee has applied for permission to construct the said projection over the said land

And whereas, the Collector of , has agreed to grant such permission on the terms and conditions hereinafter mentioned;

* Here specify the construction in terms of Form VII.

Note. — The sketch should show clearly the positions of the plot relative to the road boundary, the centre line of the road and the nearest mile or furlong stone.

† Here state the nature of construction which is to be constructed.

Now, this indenture witnesseth that in consideration of the payment by the licensee of the sum hereby reserved and of the conditions hereafter contained and on the part of the licensee to be observed and performed, the Collector hereby grants to the licensee permission to construct the said projection over the said land, subject to the following conditions, namely:—

(1) The licensee shall pay to Government very year during the continuance of this license at the office of the Collector on the first day of the annual sum of Rs. in cash, the first of such payments to be made on the day of

(2) The licensee shall not without the previous permission in writing of the Collector extend or add to the said projection.

(3) The permission hereby granted shall not in any way be deemed to convey to the licensee any right to, or over, or any interest in, the said land or any easement thereof or any right to put up posts or supports on the said land for the said projection.

(4) In case the licensee's building to which the said projection is attached falls down or is destroyed by fire, earthquake, storm or as a result of civil commotion or by any other cause whatsoever or is reconstructed, this licence shall immediately determine, and the licensee shall not be entitled to claim any right to put up a similar projection in respect of any building which may be constructed in lieu of the building fallen or destroyed as aforesaid.

(5) The Collector may cancel this licence at any time by giving to the licensee on month's notice in writing of his intention, and at the expiration of such period, this licence shall cease and be void;

(6) During the subsistence of this licence, the said projection shall be deemed to have been constructed and continued by the consent and permission in writing of the Collector so that the right of the licensee to any easements on the said land shall not become absolute or indefeasible by lapse of time.

In witness whereof the Collector of District has on behalf of the President of India hereunto set his hand and seal of his office the day and year first above written.

Signature of the Collector

In the presence of—

- 1.
- 2.

I accept the above conditions.

Signature of the licensee in the presence of—

- 1.
- 2.

[Note.—This licence requires one-rupee stamp and does not require registration].

FORM VIII

Form of Agreement

(See Rule 37)

(Permission to lay underground water mains and pipes)

This Agreement made the day of one thousand nine hundred and between the President of India (hereinafter referred to as the «Government») of the one part and inhabitant of in the district of

a company incorporated under the Companies Act, 1956 and

having its registered office at

(hereinafter called the «licensee» which expression shall, unless it be repugnant to the meaning or context thereof include his heirs, executors, administrators and permit-

its successors
ted assigns) of the other part.

Whereas, the licensee applied to the Government for permission and licence to lay underground water mains/pipes road

underneath the Government road side land in charge of the along land

..... Department as shown on the plan No. hereto annexed and therein coloured (hereinafter referred to as «the said water mains/pipes»);

And the Government doth hereby grant such permission and licence to the licensee upon the following terms and conditions:—

(1) The said water mains/pipes shall be laid at a depth of not less than 0.91 metre for mains. 0.46 metre for pipes. below the level of road side land

the Government road the exact alignment below land

ing settled in consultation with the Collector of (hereinafter referred to as «the Collector») before starting the work;

(2) Where the said mains/pipes cross the road, the work laying of repairing the same shall be carried out in finally removing

half widths of the road with suitable precautions for the convenience and safety of the traffic. One-half of the road shall not be opened up until the other half is made passable for traffic. All necessary precautions shall be taken to prevent accidents by providing suitable fencing by day and fencing and lights at night;

(3) The portion of the Government road side land which may be dug up for the purpose of laying or removing the said water mains/pipes or carrying out repairs thereto, shall be restored to its original condition at the expense of the licensee;

(4) Where the surface of the Government road to be opened up is of a higher type such as asphalt, tar, cement, concrete, or the like, the work of opening and restoring it to its original condition shall be carried out by Government at the entire cost of the licensee who shall pay the same forthwith on demand and which, if unpaid, may be recovered from the licensee as arrears of land revenue. The decision of the Collector as to the amount of cost incurred shall be final. Where the surface is other than the higher type as aforesaid, the work shall be carried out by the licensee at his cost to the entire satisfaction of the Collector or his representative duly authorized by him in this behalf;

(5) The licensee shall have no right or interest whatever in or over the said Government road side land save merely the licence to enter upon the same for the purpose of carrying our necessary operations on the said water mains during the continuance of this agreement.

(6) The Government does not guarantee the preservation of the licensee's property from injury.

(7) The licensee shall be solely liable for any loss or injury which any person may sustain by reason of any defect or want of repairs in any of the said water mains or as a result of any carelessness or negligence or misconduct of his/its employees in laying, repairing or finally removing the said water mains/pipes and the licensee shall indemnify and keep indemnified the Government against all claims, demands, liabilities and expenses which Government may be put to on account of any claim made in this behalf.

(8) The licensee shall at his/its own expense, maintain the said water mains/pipes in a proper state of repairs and

make good immediately any damage which might be caused
road

to the surface of the Government road side land or to other
land

Government property through leakage or any other cause
whatsoever, to the entire satisfaction of the Collector or his
representative duly authorized as aforesaid.

(9) In the event of its being found necessary at any time
to carry out any alterations to the road or other land which
will necessitate the removal and relaying of the said
pipes
the cost of such removal and relaying shall be borne by the
licensee;

(10) On the failure of the licensee to observe any of the
conditions of this agreement, the Collector shall be at liberty
to cancel this agreement and, if necessary, to remove the
said water mains on the expiry of three month's notice and
pipes
the licensee shall be held liable for the expenses so incurred
by the Collector.

(11) The Government shall at all times be at liberty to
terminate this agreement by giving three months' notice to
that effect in which case the licensee shall not be entitled
to any compensation on account of the termination of this
agreement.

(12) The licensee shall not commence the work of laying
the said water mains to do any other act subsequent
thereto without having previously obtained the permission
in writing of the Collector.

(13) The licensee shall pay to the Government a fee of
Rs. 10 for opening the Government road side land whenever
the water mains are first laid underneath the road side land
pipes.
and also rent of Rs. * per annum in a advance every
year on or about the 1st April for the use of the road side land.

(14) The licensee shall before the commencement of the
work of laying the said water mains/pipes pay to the Col-
lector a deposit of Rs. which shall be forfeited to
Government in whole or in part if in the opinion of the
Collector any of the above conditions are not duly complied
with to the satisfaction of the Collector or his representative
authorized as aforesaid.

(15) If and whenever any part of the sum payable by the
licensee under this agreement shall be in arrears, the same
shall be recoverable from the licensee as an arrear of land
revenue in accordance with the provisions of the Goa, Daman
and Diu Land Revenue Code 1968 and the rules made there-
under without prejudice to any other remedies which may be
open to Government in this behalf.

(16) The licensee shall bear the cost of preparation, stamp-
ing and execution of this agreement.

(17) Any difference of opinion between the licensee and the
Collector in connection with this agreement shall be referred
to the Government, and its decision shall be
final and binding on the licensee.

(18) Any notice or other document to be given to or served
upon the licensee may be given or served on behalf of Govern-
ment by the Collector and any such notice or document shall
be deemed to have been duly given to, or served on, the licensee
last known address of the licensee.
if it is delivered at the
the registered office of the Company.
or sent by registered post to his address.
the registered address of the Com-
pany.

* To be fixed by the Collector.

(19) This licensee is granted subject to the provisions of
the Goa, Daman and Diu Land Revenue Code, 1968 and the
rules made thereunder.

In witness whereof the Collector for and on behalf of the
President of India has set his hand and the seal of his office
and the licensee has set his hand (1)
and (2) respectively have for and on behalf of the
company in pursuance of a resolution of the Board dated
set their hands and the seal of the Company
has been affixed hereto the day and year first abovewritten.

Signed, Sealed and Delivered by

Collector of on behalf of the President of
India in the presence of —

- 1.
- 2.

Signed, Sealed and Delivered
by —

.....
on behalf of the Company,
and the common seal of the
Company has been affixed in
the presence of —

- 1.
- 2.

Signed and Delivered —
in the presence of

- 1.
- 2.

by the within named

FORM IX

Form of Agreement

(Permission to lay underground cables)
(See rule 37)

This Agreement made the day of one
thousand nine hundred and between the President
of India (hereinafter referred to as "The Government") of the
one part and a Company incorporated under the provi-
sions of the Companies Act, 1956 (1 of 1956), and having its
registered office at (hereinafter referred to as "the
Company", which expression shall, unless excluded by or
repugnant to the context, include its successions and assigns)
of the other part;

Whereas the Company applied to the Government for per-
mission and licence to lay an underground cable along Govern-
ment road/roadside in Survey No. in charge of the
Department and within the Company's licensed
area in as shown on plan No. hereunto annexed,
and therein coloured (hereinafter referred to as "the under-
ground cable").

And the Government doth hereby grant such permission and
licence to the Company upon the following terms and condi-
tions: —

(1) The underground cable shall be laid by the Company
at a depth metres at least below the ground level in
the road berm at the extreme edge of the Government
road

road side land boundary where possible the exact align-
Survey No.

ment boundary being settle in consultation with the Col-
lector of (hereinafter referred to as "the Col-
lector") before starting the work.

(2) The portion of the road dug up for the purpose of
the underground cable shall be restored to its original
condition at the Company's expense to the entire satis-
faction of the Collector or his representative duly autho-
rised by him in this behalf.

† To be used if the licensee is an individual.

§ To be used only if the licensee is a Company.

(3) Where the underground cable crosses the road the laying work of repairing the same shall be done in half finally removing

widths of the road, with suitable precautions for the convenience and safety of the traffic. One-half of the road shall not be opened up until the other half is made passable for traffic. All necessary precautions shall be taken to prevent accidents by providing suitable fencing by day and fencing and lights at night.

(4) The Company shall pay to the Government, in advance, a sum of Rs. for restoring asphalt macadam or any higher type of work such as tar, cement concrete, and the like per every crossing of the road and the work shall be carried out by Government at the entire cost of the Company and any balance left out of the sum so advanced by the Company will be refunded to it when the work is completed. The decision of the Collector, as to the amount of the cost incurred, shall be final. Where the surface is other than the higher type as aforesaid, the work shall be carried out by the Company at its cost to the entire satisfaction of the Collector or his representative.

(5) The Company shall pay to the Government the amount of Rs. in advance every year on the first day of April for the use of Government road side land.

(6) The Company shall have no right or interest whatsoever in or over the said road side land save merely the licence to enter upon the same for the purpose of carrying out necessary operations on its plant during the continuance of this agreement.

(7) The Government does not guarantee the preservation of the Company's property under or on the said land from injury.

(8) The Company shall be solely liable for any loss or injury which any person may sustain by reason of any defect in or want of any repairs to any of its plants, or as a result of any carelessness or negligence or misconduct of its employees in laying, removing or setting or repairing the underground cable, and the Company shall indemnify and keep indemnified the Government against all claims, demands, liabilities and expenses to which Government may be put on account any claim made in this behalf.

(9) The Company shall at its own expense maintain the underground cable in a proper state of repairs and make good immediately any damage which might be caused to road

the surface of the road side land or to other Government land property to the entire satisfaction of the Collector or his representative.

(10) The Company shall remove the underground cable at its own cost without any claim for compensation if and when so required by the Collector on three months' notice.

(11) In the event of its being at any time found necessary to carry out any alterations to the road or any other land which may necessitate the removal and relaying of the underground cable the cost of removal and relaying of the same shall be borne by the Company.

(12) The Government shall at all times be at liberty to terminate this agreement by giving three months' notice to that effect in which case the Company shall not be entitled to any compensation on account of the termination of this agreement.

(13) On the Company's failure to observe any of the conditions of this agreement the Government shall be at liberty to terminate this agreement and if necessary to remove the underground cable on the expiry of three months' notice and the Company shall be liable for the expenses so incurred by the Government.

(14) If and wherever any part of the sum payable by the Company under this agreement shall be in arrears, the same shall be recoverable from the Company as an arrear of land revenue, in accordance with the provisions of the Goa Daman and Diu Land Revenue Code, 1968 and the rules made thereunder without prejudice to any other remedies which may be open to Government.

(15) The Company shall bear the cost of preparation, stamping and execution of this agreement.

(16) Any difference of opinion between the Company and Government in connection with this agreement shall be referred to the Administrator of Goa, Daman and Diu and his decision shall be final and binding on the Company.

(17) Any notice or other document to be given to or served upon the Company may be given or served on behalf of the Government by the Collector; and any such notice or document shall be deemed to have been duly given to or served on the Company if it is delivered at the Registered Office of the Company or sent by registered post to the registered address for the time being of the Company.

(18) This Licence is granted subject to the provisions of the Goa, Daman and Diu Land Revenue Code, 1968 and the Rules made thereunder. In witness whereof the Collector of on behalf of the President of India hath set his hand and the seal of his office hereto and the common seal of the Company has been affixed hereto the day and year first above written.

Signed, Sealed and Delivered by—
Collector of on behalf
of the President of India, in presence of—

- 1.
- 2.

The Common seal of the Company has been affixed hereto pursuant to a resolution of the Board of Directors dated the day of 19 in the presence of—

- 1.
- 2.

Directors.

In witness whereof Collector of hath on behalf of the President of India set his hand and the seal of his office and Shri hath set his hand, hereunto, the day and the year first above written.

Signed, sealed and Delivered by—
Collector of
In the presence of—

- 1.
- 2.

Signed and delivered by the abovenamed Shri

In the presence of—
1.
2.

N.B. — Plan to be attached.

FORM X
(See rule 37)

Form of Agreement

To be used when permission is granted for construction of a cess-pool in Government land.

This agreement made the day of one thousand nine hundred and between the President of India (hereinafter referred to as "the Government", which expression shall, unless excluded by or repugnant to the context, include his successors in office and assigns), of the part, and Shri *inhabitant of in the Taluka of the district (hereinafter referred to as "the applicant" which expression shall, unless excluded by or repugnant to the context, include his heirs, executors administrators and assigns) of the other part;

Whereas, the applicant on or about the day of applied to the Government for permission

* Caste to be mentioned.

Official Seal

The Seal of the Company

Official Seal

and licence to construct an underground cess-pool for stagnant water in square metres of ground beneath Government (road)† land, measuring square metres, in area, be the same a little more or less, situated in City Survey No. within the limits of the village of in the Taluka of the district which (road)† land is more particularly delineated on the site plan hereto annexed and signed for the purpose of identification by the parties hereto (hereinafter referred to as "the said land").

And the Government doth hereby grant such permission and licence to the applicant upon the following terms and conditions:—

(1) The applicant is hereby permitted to construct or cause to be constructed an underground cess-pool at a depth of metre below the ground level (hereinafter referred to as "the said cess-pool") for the purpose aforesaid and to keep it for a period of years only commencing from the day of and in consideration thereof the applicant shall pay to the Government annually in advance a sum of Rs. on the day of in each year during the aforesaid period of years.

(2) The applicant shall take necessary precautions to prevent accidents due to any excavations made by him on the said land in connection with the construction or reconstruction of or any subsequent repairs to the said cess-pool, by providing suitable fencing by day and fencing and lights at night.

(3) The applicant, shall at his own cost, maintain the said cess-pool in a proper state of repair, and make good immediately any damage which the existence of the said cess-pool under the said land may through overflow of water or any other cause whatsoever at any time cause to (the surfacing or sides slopes or berms of the said road or to)* the said land, as the case may be.

(4) The said land or any other Government land which may be dug up for the purpose of repairing or reconstructing the said cess-pool shall be restored by the applicant to its original condition at his expense to the entire satisfaction of the Collector of (hereinafter referred to as "the Collector") or his representative and on his failure so to restore the same, it shall be restored by the Collector and the cost of such restoration shall be recovered from the applicant as an arrear of land revenue under the provisions of the Goa, Daman and Diu Land Revenue Code, 1968.

(5) The licence granted by this agreement shall be subject to the provisions of the Goa, Daman and Diu Land Revenue Code, 1968 and the rules and orders from time to time made or issued thereunder.

(6) In the event of its being at any time found necessary to carry out any work or to do anything in or upon the said cess-pool, the cost of removing and reconstructing the said cess-pool shall be borne by the applicant.

(7) The licence hereby granted shall not be construed to create a tenancy in favour of the applicant in respect of the said land or any portion thereof or to give the applicant any legal right or interest in or over any portion of the said land or any claim to retain the said cess-pool under the said land, save as is expressly provided for by this agreement and the right of the Government to use or dispose of the surface soil of the said land is hereby reserved.

(8) The applicant shall indemnify Government from all claims, demands, actions, suits or proceedings made or brought by any person against it, and from all costs, charges and expenses which it may have to incur by reason of or due to the exercise by the applicant of any of the privileges arising from the permission hereby given or due to the existence of the said cess-pool under the said land.

(9) The Government shall not be liable for any loss or damage suffered by the applicant on account of the closing of or stopping of, or obstruction to the said cess-pool or any other interference with the right or interests of the applicants in the said cess-pool caused by any member of the public or resulting from any action brought by any such member.

† Omit where necessary.

* Omit where necessary.

(10) On the expiration of the said period of years, it shall be entirely at the discretion of the Collector to grant a fresh permission to keep the said cess-pool under the said land, on such terms as to payment of any money and as to the period of occupation or user thereof as may then be agreed upon.

(11) On the expiration of the said period of year, this agreement shall cease and determine and the applicant shall unless he has obtained a fresh licence to keep the said cess-pool on or before the expiration of the said period of years, remove the said cess-pool at his own cost, and deliver over the possession of the said land within period of three months from the date of expiry of the said period of years, and if the said land has to be dug up for the removal of the said cess-pool, he shall also at his own cost make good any damage and restore the said land to its original condition. In the event of the applicant failing to remove the said cess-pool and to deliver over the possession of the said land or to make good any damage or to restore the said land to its original condition, the Government shall be at liberty to re-enter on the said land, to take possession thereof, to remove the said cess-pool, and to restore the said land to its original condition as the case may be, at the cost of the applicant. The cost of such removal or restoration as the case may be shall be recoverable from the applicant as an arrears of land revenue.

(12) The applicant shall bear the cost of the preparation execution and stamping of this agreement.

(13) If the applicant or any person acting on his behalf commits a breach of any of the conditions of this agreement hereinbefore mentioned, the Government shall be at liberty to cancel the licence hereby granted and to terminate this Agreement and thereupon the consequences mentioned in clause (11) above shall follow, as if the said period of years had expired.

(14) If and whenever any part of the sum payable by the licensee under this agreement shall be in arrears the same shall be recoverable from the applicant as an arrear of land revenue in accordance with the provisions of the Goa, Daman and Diu Land Revenue Code, 1968 and the rules made thereunder.

In witness whereof Collector of hath on behalf of the President of India set his hand and the seal of his office and Shri hath set his hand, hereunto.
the day and the year first above written.

Signed, sealed and delivered by—

Collector of

In the presence of—

1.
2.

Signed, and delivered by the abovenamed Shri

In the presence of—

1.
2.

N.B.— Plan to be attached

FORM XI

(See rule 39)

Form of Agreement

(Permission to erect poles, towers, stay rods or stay rails for overhead cables etc.)

The Agreement made the day of one thousand nine hundred and between the President of India (hereinafter referred to as "the Government") of the one part and a Company incorporated under the provisions of the Indian Companies Act, 1956 (1 of 1956), and having its registered office at (hereinafter referred to as "the Company" which expression shall, unless excluded by or repugnant to the context, include its successors and assigns) of the other part.

Whereas the Company applied to the Government for permission and licence to erect poles, towers, stay rods and stay

Official
Seal

rails for overhead cables along Government roads and land in charge of the* Department and within the Company's licensed area in the District, as shown on plan No. hereto annexed and therein coloured.

And the Government doth hereby grant such permission and licence to the Company upon the following terms and conditions, namely:—

(1) The poles shall be erected by the Company in such places as may be approved by the Collector of (hereinafter referred to as "the Collector"). The said poles and the aerial wires shall be maintained in good condition in accordance with the provisions of the Indian Electricity Act, 1910 Law applicable for

the time being in force and the rules thereunder and to the entire satisfaction in all respects of the Collector.

(2) All poles shall be painted with white or aluminium paint upto a height of at least (3.05) metres from the ground level, such painting being renewed as may be necessary to keep it in good condition so as to be clearly visible to drivers of vehicles at all times.

(3) Where the surface of the road dug up for holes made for the poles is of a higher type such as asphalt, tar, cement, concrete, and the like the work of properly filling the holes shall be carried out by Government at the entire cost of the Company and the berms, if any, kerbing or any other part of the road which may be dug up or disturbed while erecting the poles or carrying out repairs to or removing the same shall be restored by the Collector to their original condition at the entire cost of the Company which shall pay the same forthwith on demand and which, if unpaid, may be recovered as arrears of land revenue. The decision of the Collector as to the amount of the cost so incurred shall be final. Where the surface is other than of a higher type as aforesaid, the work shall be carried out by the Company at its cost to the entire satisfaction of the Collector or his representative.

(4) The Company shall pay to the Government annually in advance rent of 25 paise per pole/50 paise per tower, stay rod, or stay rail on the first day of April for the use of the Government land or road.

(5) The Company shall have no right or interest whatever in or over the said road save merely the licence to enter land upon it for the purpose of carrying out necessary operation on its plan during the continuance of this agreement.

(6) The Government does not guarantee the preservation of the Company's property from injury.

(7) The Company shall be solely liable for any loss or injury which any person may sustain by reason of any defect or want of any repairs in any of its plants, or as a result of any carelessness or negligence or misconduct of its employees in the erection, setting up or use of the plant and the Company shall indemnify and keep indemnified the Government against all claims, demands, liabilities and expenses to which Government may be put to on account of any claim made in this behalf.

(8) The Company shall at its own expense maintain poles, towers stay rods and stay rails for overhead cables in a proper state of repairs and make good immediately any damage which might be caused to the surface of the road

road side land or to other property of Government to the land entire satisfaction of the Collector or his representative duly authorised by him on that behalf.

(9) Subject to the provisions of sub-sections (3) and (4) of section 18 of the Indian Electricity Act, 1910, no tree on road side shall be cut or mutilated in any way by the Company without obtaining the previous permission in writing of the Collector and without paying to Government such compensation as may be fixed by the Collector for so doing, the lopped off wood or branches in all cases being handed over by the Company to the Collector. The ends of the lopped off branches shall be neatly sawn off and coated with tar by the Company. The said work shall be done by the Company in a manner approved by the Collector or his representative aforesaid.

* Here state name of the Departments.

(10) All overhead and straining wires which may be put up shall provide a clear headway of not less than 7.92 metres and where the wires cross the road, they shall be laid at a height of not less than (7.62) metres from the level of the road or other Government land.

(11) The Company shall, at its own cost and without any claim for compensation, remove the poles, tower, stay rods or stay rails if and when so required by the Collector on three months' notice.

(12) In the event of its being at any time found necessary to carry out alternations to the road or any other land which may necessitate the removal and re-erection of the poles, towers, stay rods, or stay rails, the cost of removal and re-erection of the same shall be borne by the Company.

(13) The licence granted hereunder shall remain in force for a period of 19 years commencing from the day of

(14) On the Company's failure to observe any of the conditions of this agreement, the Government shall be at liberty to terminate the agreement and if necessary to remove the poles, towers, the stay rods or the stay rails on the expiry of three months' notice, and the Company shall be liable for the expenses so incurred by the Government.

(15) If and whenever any part of the sum payable by the Company under this agreement shall be in arrears, the same shall be recoverable from the Company as an arrear of land revenue in accordance with the provisions of the Goa, Daman and Diu Land Revenue Code, 1968, and the rules made thereunder without prejudice to any other remedies which may be open to Government.

(16) The Company shall bear the cost of the preparation, stamping and execution of this agreement.

(17) Any difference of opinion between the Company and the Government in connection with this agreement shall be referred to the Commissioner of Goa and his decision shall be final and binding on the Company.

(18) Any notice or other document to be given to or served upon the Company may be given or served on behalf of Government by the Collector, and any such notice or document shall be deemed to have been duly given to or served on the Company, if it is delivered at the registered office of the Company or sent by registered post to the registered address for the time being of the Company.

(19) This licence is granted subject to the provisions of the Goa, Daman and Diu Land Revenue Code, 1968 and the Rules made thereunder.

In witness whereof the Collector on behalf of the President of India hath set his hand and the seal of his office hereto and the common seal of the Company has been affixed hereto the day and year first abovementioned.

Signed, sealed and delivered by the Collector of Goa on behalf of the President of

India in the presence of—

1.
2.

The common seal of the Company has been affixed hereto pursuant to a resolution of the Board of Directors dated the 19 day of 19 in the presence of—

Directors.

FORM XII

[See rule 40 (1) (a) and rule 43]

Form of agreement to be passed by persons intending to become occupants of land situated in non-urban areas

AGREEMENT

To

The Mamlatdar, taluka,

district.

I, A. B. of Goa agree on behalf of myself and my heirs, executors, administrators and assigns to occupy

Official Seal.

Seal of the Company.

the land specified in the Schedule appended hereto (herein-after referred to as the said land) on the conditions stated below, and I pray that my name may be entered in the land records as occupant of the said land:—

CONDITIONS

(1) I will pay the land revenue from time to time lawfully due in respect of the said land to wit: as assessment the sum of Rs. (being at the rate of per or at such lower rate as is leviable under the rules for the time being in force and applicable to such land for the period of years commencing on and thereafter, I will pay such assessment for such further periods as may from time to time be fixed by lawful authority

(2) *Use.*—I will not without the previous sanction of the Collector use or permit the use of the said land and the building erected or to be erected thereon for any purposes other than*

(3) *Building.*—I will erect and complete on the said land† of a substantial and permanent description within a period of years from the date hereof or within such period as may be fixed by lawful authority. I will in regard thereto duly comply in every respect with the building regulations contained in clauses of the Second Schedule hereto;

* (4) *Reservation of Margin.*—If at any future date the Collector shall give me notice in writing that a strip from the margin of the said land not more than metres in depth is required by Government for the purposes of a road, I will, at the expiration of one month after the receipt of such notice, quietly surrender and hand over possession of such strip to the Collector in consideration of receiving from Government in exchange and as full compensation therefor a sum equivalent to () times the assessment proportionately payable upon the strip so surrendered:

Provided that, where the materials of any gate, wall, pavement or other such authorised erection or construction on such strip cannot in the opinion of the Collector be removed without appreciable loss, such further compensation on this account shall be paid to me as the Collector may deem fit.

(5) *Liability of rates.*—I will pay all taxes, rates and cesses leviable in respect of the said land.

(6) *Tenure.*—†(a) I, my heirs, executors, administrators and approved assigns shall not at any time transfer the said land or any portion thereof or any interest therein without the previous written sanction of the Government.

* (b) I, my heirs, assigns and legal representative shall not at any time by partition, inheritance, lease, mortgage or otherwise howsoever transfer the said land except as a whole or allow any portion of it to be cultivated, used, or occupied by any other person so as to divide it.

7. *Transfer.*—(a) I will not dispose of the land except along with the constructions thereon and the factory plant and other installations, if any, and the land so disposed of shall not be used for the purpose other than the purpose for which it was initially granted, without the permission of the Government.

(b) I will not sub-divide the land or dispose of any such sub-division without the permission of the Government.

(c) In case I dispose of the land along with the factory plant and other installations thereon by way of sale, the Government shall be entitled to half the unearned increment and where such land is transferred without any construction aforesaid, the Government shall be entitled to unearned increment upto 90 per cent.

8. *Provisions of Code applicable.*—The provisions of the said Code and all rules and orders for the time being in force

* Here insert specific purpose for which land is granted.

† Here insert description of the buildings such as "a resident's bungalow and outhouses".

* To be scored out where not required

† To be retained in all cases in which grants of unoccupied unalienated land are made at concessional rates of occupancy price and assessment or rent or without auction. To be scored out in other cases and the next condition to be re-numbered.

** To be retained only in cases where land is granted for industrial or commercial purposes.

thereunder shall apply, to my occupation of the said land, so far as the same may be applicable.

9. *Penalty clause.*—(1) If I contravene any of the foregoing conditions, or any rules made under the Code and applicable in relation to my land aforesaid, the Collector may, without prejudice to any other penalty to which I may be liable under the provisions the said Code, continue the said land in my occupation on payment of such fine as he may direct.

(2) Notwithstanding anything contained in sub-clause (1) it shall be lawful for the Collector to direct the removal or alteration of any building or structure erected or used contrary to the provisions of this grant within a time prescribed in that behalf by the Collector, and on such removal or alteration not being carried out within the prescribed period, he may cause the same to be carried out and may recover the cost of carrying out the same from me as an arrear of land revenue.

MAP

SCHEDULE I.

Length and breadth		Total superficial area	Boundaries				Remarks
North to South	East to West		North	South	East	West	

SCHEDULE II.

(The number of the conditions which are applicable should be entered in condition 3 of the grant; and special conditions should be inserted in continuation)

1. Building may be erected only within the area marked on the map annexed and the remaining area of the said land shall be left as an open space.

2. "Two-Third" of the said land shall ordinarily be left open to the sky and only "one-half" when the land is in the Collector's opinion of a very high value or the buildings are likely to be inhabited by the poorer classes or in areas already densely built over such as bazars and the central parts of towns where the values of lands are very high.

3. No latrine, cesspool or stable shall be constructed on the said land in any place which shall not have been approved for such purpose by the Collector or an officer authorised by him.

4. No buildings shall be erected in the said land with more than a ground floor and one upper storey, and unless it is provided with suitable access.

5. The building erected on the said land shall be used for purposes only.

6. No building erected on the said land shall be used as a place for carrying on an offensive trade.

7. In case of a residential building, the plinth shall be at least 0.61 metre from the general level of the ground.

8. No addition to or alteration in a building shall be carried out without the previous written permission of the Collector.

9. The grant shall be subject to the following special conditions:—

(a)

(b)

, etc.

, etc.

Dated the

day of

at

(Signed)

E. F.

G. H.

N.B.—(1) This document need not be registered.

(2) This document is exempted from stamp duty.

FORM XIII
[See rule 40 (1) (b)]

Form of Agreement to be passed by Persons intending to become Occupants of Land situated in Urban Area included in a Development Scheme or in other Special Cases

AGREEMENT

To
The Collector of District,
I, A. B. of agree
on behalf of myself and my heirs, executors, administrators and assigns to occupy the land specified in the Schedule appended hereto (hereinafter referred to as 'the said land') on the conditions stated below, and I pray that my name may be entered in the land records as occupant of the said land:—

CONDITIONS

1. I will pay the land revenue from time to time lawfully due in respect of the said land to wit: as assessment the sum of Rs. (being at the rate of per or at such lower rate as is leviable under the rules for the time being in force and applicable to such land) for the period of years. Thereafter, I will pay such assessment for such further periods as may from time to time be fixed by lawful authority.

2. Use.—I will not use or permit the use of the said land and the building erected or to be erected thereon for any purposes other than without the previous sanction of the Collector. I will duly comply with the conditions contained in the second schedule hereto.

3. Reservation of margin.—If at any future date the Collector shall give me notice in writing that a strip from the margin of the said land not more than metres in depth is required by Government for the purpose of a road, I will, at the expiration of one month after the receipt of such notice, quietly surrender and hand over possession of such strip to the Collector in consideration of receiving from the Government in exchange and as full compensation therefor a sum equivalent to () times the assessment proportionately payable upon the strip so surrendered. Provided that, where the materials of any gate, wall, pavement or other such authorised erection or construction on such strip cannot in the opinion of the Collector be removed without appreciable loss, such further compensation on this account shall be paid to me as the Collector may deem fit.

4. Liability of rates.—I will pay all taxes, rates and cesses leviable in respect of the said land.

5. Tenure.—(a) I, my heir, executors, administrators and approved assigns shall not at any time transfer the said land or any portion thereof or any interest therein without the previous written sanction of Government.

†(b) I, my heirs, assign and legal representatives shall not at any time by partition, in heritance, lease, mortgage or otherwise howsoever transfer the said land except as a whole or allow any portion of it to be cultivated, used, or occupied by any other person so as to divide it.

*6. Transfer.—(a) I will not dispose of the land except along with the constructions thereon and the factory plant and other installations, if any, and the land so disposed of shall not, be used for the purpose other than the purpose for which it was initially granted, without the permission of the Government.

(b) I will not sub-divide the land or dispose of any such sub-division without the permission of the Government.

(c) In case I dispose of the land along with the factory plant and other installations thereon by way of sale the Government shall be entitled to half the unearned increment and where such land is transferred without any construction aforesaid, the Government shall be entitled to unearned increment upto 90 per cent.

7. Provisions of the Code applicable.—The provisions of the said code and all rules and orders for the time being in force thereunder shall apply to my occupation of the said land so far as the same may be applicable.

* To be retained in all cases in which grants (sales or leases) of unoccupied unalienated land are made at concessional rate of occupancy price and assessment or rent or without auction. To be scored out in other cases and the next, condition to be renumbered.
† To be omitted where not required.

8. Penalty clause.—(a) If I contravene any of the foregoing conditions, or any rules made under the Code and applicable in relation to any land aforesaid the Collector may, without prejudice to any other penalty to which I may be liable under the provisions of the said Code, continue the said land in my occupation on payment of such fine and/or assessment as he may direct.

(b) Notwithstanding anything contained in sub-clause (a) above, it shall be lawful for the Collector to direct the removal or alteration of any building or structure erected or used contrary to the provisions of this grant within a time prescribed in that behalf by the Collector and on such removal or alternation not being carried out within the prescribed period he may cause the same to be carried out and may recover the cost of carrying out the same from me as an arrear of land revenue.

MAP
SCHEDULE I

Length and Breadth		Total superficial area	Boundaries				Remarks
North to South	East to West		North	South	East	West	

SCHEDULE II.

1. The applicant shall build on the plot in accordance with the building bye laws framed by the Municipal Council. The Town and Country Planning Department.

2. The grant shall be subject to the following special conditions.

(a) that on the said land buildings of a substantial and permanent character shall be built within a period of years from the date hereof or within such period as may be fixed by lawful authority;

(b)

(c)

Dated the day of at
Signed A. B.

We declare that A. B. who has signed this agreement is to our personal knowledge the person he represents himself to be and that he has affixed his signature hereto in our presence.

(Signed) E. F.

(Signed) G. H.

Note.—This document need not be registered.
This document is exempt from stamp duty.

FORM XIV
[See rule 41 (a) (iv)]

Agreement

This agreement made day of 19..., between the President of India (hereinafter called "the Grantor"), (which expression shall, where the context so admits, include his successors and assigns) of the one part AND (hereinafter called "the Grantee") (which expression shall, where the context so admits, include his heirs, executors, administrators, representatives and assigns) of the other part.

Whereas, the Grantee has encroached upon the piece of Government land, the full particulars of which are given in the Schedule hereto (hereinafter called "the said land") for purposes of cultivation/constructing (hereinafter referred to as "the said construction"). And whereas, the Grantee unequivocally admits title of the Grantor to the said land;

And whereas, the Grantee has requested the Grantor to grant the said land to him in occupancy rights under section 21 of the Goa, Daman and Diu Land Revenue Code, 1968 on payment of occupancy price as provided in section 38 of the said Code;

Now, this agreement witnesseth that the Grantor agrees to grant the said land to the Grantee in occupancy rights on the following conditions:—

- (i) that the Grantee shall pay to the Grantor the sum of Rs. being the amount of occupancy price of the said land;
- (ii) that the Grantee shall pay to the Grantor every year the sum of Rs., being the amount of assessment of the said land;
- (iii) that the Grantee shall pay the said assessment from until the same is enhanced in the revision settlement undertaken in accordance with the provisions of the said Code and rules made thereunder;
- (iv) that the Grantee shall not use the said land for any purpose other than without the permission of the Collector;
- (v) that the Grantee shall pay all taxes, rates and cesses and other imposts leviable in respect of the said land under any law for the time being in force;
- (vi) that the Grantee shall abide by the provisions of the Code and all rules and orders for the time being in force thereunder in so far as they apply to his occupation of the said land;
- (vii) that in the event of breach of any of the conditions of this grant, the Grantee shall be liable to the penalty provided in the Code and the rules made thereunder;

In witness whereof the President of India has caused the Collector of to set his hand and affix his official seal (if any) hereto on his behalf and the Grantee has set his hand and seal hereunto on his behalf the date and year first above written.

THE SCHEDULE

Signed, Sealed and delivered
by

Collector

in the presence of

- (1)
- (2)

Signed, Sealed and delivered
by the abovenamed Grantee

in the presence of

FORM XV

See rule 41(b) (vi)

Agreement

This agreement made this day of 19 between the President of India (hereinafter called "the lessee"), (which expression shall, where the context so admits, include his successors and assigns) of the one part AND (hereinafter called "the lessee"), (which expression shall, where the context so admits, include his heirs, executors, administrators, representatives and assigns) of the other part.

Whereas, the Lessee has encroached upon the piece of Government land, the full particulars of which are given in the Schedule hereto (hereinafter called "the said land") for purposes of cultivation/constructing (hereinafter referred to as the said construction).

And whereas, the Lessee unequivocally admits title of the lessor to the said land;

And whereas, the Lessee has requested the Lessor to grant the said land to him in lease-hold rights under section 26 of the Goa, Daman and Diu Land Revenue Code, 1968 on payment of occupancy price and assessment as provided in section 38 of the said Code;

Now, this agreement witnesseth that, the lessor agrees to lease the said land to the Lessee in lease-hold rights on the following conditions:—

- (i) that the lease shall be for a period of thirty years from (here enter the date of encroachment);
- (ii) that the Lessee shall pay annually rent of Rs.
- (iii) that the Lessee shall pay an amount of Rs. as fine for the unauthorised occupation of the said land;

(iv) that the Lessee shall vacate the said land without compensation if the said construction is substantially altered during the currency of the lease;

(v) that the Lessee shall not use the said land for any purpose other than, without the permission of the Collector;

(vi) that the Lessee shall pay all taxes, rates and cesses and other imposts leviable in respect of the said land under any law for the time being in force;

(vii) that the Lessee shall abide by the provisions of the Code and all rules and orders for the time being in force thereunder in so far as they apply to his occupation of the said land;

(viii) that in the event of breach of any of the conditions of this lease, the Lessee shall be liable to the penalty provided in the Code and the rules made thereunder.

In witness whereof the President of India has caused the Collector of to set his hand and affix his official seal hereto on his behalf, and the Lessee has set his hand and seal (if any) hereunto on his behalf the date and year first above written.

THE SCHEDULE

Signed, Sealed and delivered
by

Collector

in the presence of

- (1)
- (2)

Signed, Sealed and delivered
by the abovenamed Lessee in

in the presence of

- (1)
- (2)

FORM XVI

(See Rule 42)

Agreement

THIS AGREEMENT made this day of 19 BETWEEN THE PRESIDENT OF INDIA (hereinafter called "the Government"), (which expression shall, where the context so admits, include his successors and assigns) of the one part AND (hereinafter called "the Licensee"), (which expression shall, where the context so admits, include his heirs, executors, administrators, representatives and assigns) of the other part.

WHEREAS the Licensee has encroached upon the piece of Government land, the full particulars of which are given in the Schedule hereunder written and which is delineated upon the plan hereto annexed and thereon coloured (hereinafter called "the said land"), by constructing balconies/salwans/projecting caves/roofs/chabutras/steps and carriage ways (hereinafter referred to as "the said construction") which are in existence for about years;

AND WHEREAS, the Licensee unequivocally admits title of the Government to the said land;

AND WHEREAS, the Licensee has requested the Government to allow him to retain the said construction without conferring any right on the Licensee in the said land, on the condition that the permission so granted to retain the said construction will not amount to grant of any interest whatsoever in the said land;

AND WHEREAS, in consideration of the payment of the sum of Rs. () only, by the Licensee to the Government being the amount of penal licence fee for part occupation, the Licenser has agreed to take no action under the law against the Licensee for removal of the said construction.

NOW, THIS AGREEMENT WITNESSETH, that upon payment by the Licensee of the said sum of Rs. () to the Government, the receipt whereof the Government hereby acknowledges, and upon the Licensee having agreed to pay by way of penal licence fee a sum of Rs. (), every year on or before the* during the subsistence of this agreement, the Government agrees to allow the

* Here specify date.

Licensee to retain the said construction, subject to the following conditions, namely:—

1. The said construction shall be allowed to remain so long as the said land is not required by the Government for the use of the Government or for a public purpose.

2. In case the said land is required by the Government for use of Government or for any public purpose (as to which matter the Licensee shall accept as final the decision of the Government), the Licensee on being thereunto required by the Government in writing shall remove the said construction of the receipt of the said notice, and thereupon, this agreement shall terminate. If within the period allowed in the notice, the Licensee fails to remove the said construction, the Government shall be entitled to have the same removed at the cost of the Licensee in accordance with the procedure laid down in section 33 of the Goa, Daman and Diu Land Revenue Code, 1968 and the Licensee shall not be entitled to any compensation for the removal of the said construction.

3. If the building to which the said construction is attached falls down or is destroyed by fire, earthquake, storm or as a result of civil commotion or by any other cause whatsoever, or is reconstructed, this agreement shall immediately determine; and the Licensee shall not be entitled to claim any right to put a similar construction in respect of any building which may be constructed in lieu of the building fallen or destroyed as aforesaid. On removal of the said construction completely, of which notice shall be given by the Licensee to the Government this agreement shall terminate and the liability of the Licensee for payment of the annual licence fee shall cease from the date of removal or from the date of the notice, whichever is subsequent.

4. The Licensee hereby agrees that in the event of his failure to pay the licence fee fixed hereunder on the due date, the same may be recovered from him as an arrear of land revenue.

IN WITNESS WHEREOF the President of India has caused the Collector of to set his hand and affix his official seal hereto on his behalf and the Licensee has set his hand and seal, if any, hereunto on his behalf the date and year first above written.

THE SCHEDULE ABOVE REFERRED TO

Signed, Sealed and Delivered
by

Collector of in
the presence of

- (1)
- (2)

Signed, Sealed and Delivered
by the abovenamed Grantee in
the presence of

- (1)
- (2)

FORM XVII

(See rule 42)

(To be used when a cess pool is constructed in Government land without previous permission)

This Agreement made the day of
One thousand nine hundred and between the
President of India (hereinafter referred to as "the Govern-
ment"), which expression shall, unless excluded by or repug-
nant to the context, include his successors in office and
assigns) of the one part, and Shri
inhabitant of district
in the Taluka of the
(hereinafter referred to as "the applicant", which expression
shall unless excluded by or repugnant to the context include
his heirs, executors, administrators and assigns) of the other
part.

Whereas, the applicant did on or about day of
construct without the permission of the Government an
underground cess pool for statement water in square
metres of ground (hereinafter referred to as "the said
cess-pool") beneath Government (road)† land, measuring
square metres in area, be the same a little more

or less, situated in City Survey No. within the limits of the
village of in the Taluka of the district,
which (road)† is more particularly delineated on the site
plan hereto annexed, and signed for the purpose of identifi-
cation by the parties hereto (hereinafter referred to as "the
said land"):

And whereas, the Government has now agreed to grant
the applicant the requisite permission and licence to retain
the said cess-pool on the conditions hereinafter mentioned.

And whereas, the applicant has paid in one lump sum to
the Government a sum of rupees (Rs.) being
the commutation at times of the rent of Rs.
per annum.

Now, therefore, this Agreement witnesseth that the Go-
vernment doth hereby grant such permission and licence to
the applicant upon the following terms and conditions:

(1) The applicant is hereby permitted to occupy the said
land and to keep the said cess-pool for the purpose afore-
said for a period of years only commencing from
the day of 19 .., and consideration
thereof the applicant shall pay annually in advance a sum
of rupees (Rs.) to the Government on
the day of in each year, during the
aforesaid period.

(2) The applicant shall take necessary precaution to
prevent accidents due to any excavation made by him on
the said land or other Government land in connection with
the construction, or reconstruction of, or any subsequent
repairs to, the said cess-pool, by providing suitable fencing
by day, and a fencing and lights at night.

(3) The applicant shall, at his own cost, maintain the
said cess pool in a proper state of repair, and make good
immediately any damage which the existence of the said
cess-pool under the said land may through, overflow of
water or any other cause whatsoever at any time cause
(to the surfacing or side slopes or berms of the said road
or) † to the said land, as the case may be,

(4) The said land or any other Government land which
may be dug up for the purpose of repairing or recons-
tructing the said cess-pool shall be restored by the applicant
to its original condition at his expense to the entire satis-
faction of the Collector of (hereinafter referred to as "the
Collector") or his representative and on his failure so to
restore the same, it shall be restored by the Collector and
the cost of such restoration shall be recovered from the
applicant as an arrear of land revenue under the provisions
of the Goa, Daman and Diu Land Revenue Code, 1968.

(5) The licence granted by this agreement shall be
subject to the provisions of the Goa, Daman and Diu Land
Revenue Code, 1968 and the rules and orders from time
to time made or issued thereunder.

(6) In the event of its being at any time found neces-
sary to carry out any work or to do anything in or upon
the said land or other land, which may necessitate the
removal and reconstruction of the said cess-pool, the cost
of removing and reconstructing the said cess-pool shall
be borne by the applicant.

(7) The licence hereby granted shall not be construed
to create a tenancy in favour of the applicant in respect
of the said land or any portion thereof or to give the
applicant any legal right or interest in or over any por-
tion of the said land or any claim to retain the said cess-
pool under the said land, save as is expressly provided
for by this agreement, and the right of the Government
to use or dispose of the surface soil of the said land is
hereby reserved.

(8) The applicant shall indemnify the Government from
all claims, demands, actions, suits or proceedings made
or brought by any person against it, and from all costs,
charges and expenses which it may have to incur by
reason of or due to the exercise by the applicant of any
of the privileges arising from the permission hereby given
or due to the existence of the said cess pool under the
said land.

(9) The Government shall not be liable for any loss or
damage suffered by the applicant on account of the closing
of or stopping of, or obstruction to the said cess-pool or

* Caste to be mentioned.

† To be omitted where the land is not part of a road.

* To be fixed.

† To be omitted when the land is not part of a road.

any other interference with the right or interests of the applicant in the said cess-pool caused by any member of the public or resulting from any action brought by any such member.

(10) On the expiry of the said period of *years, it shall be entirely at the discretion of the Collector to grant a fresh licence to keep the said cess-pool under the said land on such terms as to payment of any money and as to the period of occupation or user thereof as may then be agreed upon.

(11) On the expiration of the said period of *years, this agreement shall cease and determine and the applicant shall, unless he has obtained a fresh licence to keep the said cess-pool on or before the expiration of the said period of years remove the said cess-pool at his own cost and deliver over the possession of the said land within a period of three months from the date of expiry of the said period of years, and if the said land has to be dug up for the removal of the said cess-pool, he shall also at his own cost make good any damage and restore the said land to its original condition. In the event of the applicant failing to remove the said cess-pool and deliver over the possession of the said land as aforesaid, or to make good any damage or to restore the said land to its original condition, the Government shall be at liberty to re-enter on the said land, to take possession thereof, to remove the said cess-pool and to restore the said land to its original condition, as the case may be, at the cost of the applicant. The cost of such removal or restoration, as the case may be, shall be recoverable from the applicant as an arrear of land revenue.

(12) The applicant shall bear the cost of the preparation, execution and stamping of this agreement.

(13) If the applicant or any person acting on his behalf commits a breach of any of the conditions of this agreement hereinabove mentioned, the Collector shall be at liberty to cancel the licence hereby granted and to terminate this agreement and thereupon the consequence mentioned in clause (11) above shall follow as if the said period of *years had expired.

(14) If and whenever any part of the sum payable by the licensee under this agreement shall be in arrears, the same shall be recoverable from the applicant as an arrears of land revenue in accordance with the provisions of the Goa, Daman and Diu Land Revenue Code, 1968 and the rules made thereunder.

In Witness Whereof Collector of hath on behalf of the President of India set his hand and the seal of his office and Shri hat set his hand hereto the day and the year first above written.

Signed, Sealed and Delivered by—

Collector of

In the presence of

- 1.
- 2.

Signed and Delivered by—
the abovenamed Shri

In the presence of

- 1.
- 2.

N.B.—Site plan to be attached.

* To be fixed.

FORM XVIII

(See Rule 45)

Certificate of grant of land

It is hereby certified that A B inhabitant of village taluka district, has been granted with effect from occupancy rights in perpetuity.

leasehold rights for a period of years.
in the land described in the schedule below and situated within the limits of on payment of occupancy price.
premium
land revenue of
of Rs. and annual rent.
Rs. with effect from for purposes of

The grant is subject to the provisions of the Goa, Daman and Diu Land Revenue Code, 1968 and the Rules made there-occupant under and to the conditions agree to by the said lessee in the agreement executed by him in this behalf.

SCHEDULE

Village	Taluka	District	Survey No. and Sub-Division No. or C.T.S. No. or Plot No.	Area	Assessment or Rent
1	2	3	4	5	6

Dated;

Mamlatdar

Note.—The certificate shall be prepared in duplicate. One copy shall be given to the occupant/lessee and the other filed with the record of the case.

FORM XIX

(See Rule 9)

Register of Sanads

Serial No.	Name of the grantee	No. and date of Sanad	Particulars of the land granted under the Sanad		Assessment	Land Revenue payable to Government
			Taluka	Village		
1	2	3	4	5	6	7
1	2	3	4	5	6	7

By order and in the name of the Administrator of Goa, Daman and Diu.

Dr. J. C. Almeida, Secretary (Revenue).

Panaji, 11th December, 1970.